



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>

VALUABLE LAW WORKS

PUBLISHED BY

STEVENS AND SONS,

119, CHANCERY LANE, LONDON, W.C.

JANUARY, 1884.

Willis' Law and Practice in Bankruptcy under the Bankruptcy Act, 1883, and the Rules and Forms, with Notes. By E. COOPER WILLIS, Esq., one of Her Majesty's Counsel. Assisted by A. R. WHITEWAY, Esq., Barrister-at-Law. Demy 8vo. 1884. Price 30s. cloth.

Lush's Law of Husband and Wife within the Jurisdiction of the Queen's Bench and Chancery Divisions. By MONTAGUE LUSH, of Gray's Inn, Barrister-at-Law. Demy 8vo. 1884. Price 20s. cloth.

Joel's Manual of Bankruptcy and Bills of Sale Law; with Analytical Notes to the Bankruptcy Act, 1883, and references to the Leading Cases in Bankruptcy under the 1849, 1861, and 1869 Acts, the Bills of Sale Acts, 1854, 1866, 1878, and 1882, and Debtors Acts, 1869 and 1878: together with Rules, Orders, and Forms, Forms of Deeds of Composition, Bills of Sale, and Rules in Interpleader, &c. By J. EDMONDSON JOEL, Esq., Barrister-at-Law. Demy 8vo. 1884. Price 25s. cloth.

Decisions of Sir George Jessel.—Analysis and Digest of the Decisions of Sir George Jessel, late Master of the Rolls; with full Notes, References and Comments, and copious Index. By APSLEY PETRE PETER, Solicitor, Law Society Prizeman. Demy 8vo. 1884. Price 16s. cloth.

"The effect of the various decisions is, for the most part, fairly and accurately stated, and in many cases the analysis is searching and complete. . . . The author's notes and references to the various decisions are good."—*Law Times*.

Pocket Law Lexicon.—The Pocket Law Lexicon, explaining technical words, phrases, and maxims of the English, Scotch, and Roman Law, to which is added a complete List of Law Reports, with their abbreviations. Second Edition, revised and enlarged. By HENRY G. RAWSON, B.A., Barrister-at-Law. Fcap. 8vo. 1884. Price 6s. 6d., limp binding.

"A very handy, complete, and useful little work."—*Saturday Review*.

"A wonderful little legal dictionary."—*Indermaur's Law Students' Journal*.

Napier's Concise Practice of the Queen's Bench and Chancery Divisions and of the Court of Appeal; based on the Rules of the Supreme Court, 1883, with an Appendix of Questions on the Practice, and intended for the use of Students. By T. BATEMAN NAPIER, Esq., Barrister-at-Law. Demy 8vo. 1884. Price 10s. cloth.

Precedents of Bills of Costs in the Chancery, Queen's Bench, Probate, Divorce, and Admiralty Divisions of the High Court of Justice in Conveyancing; the Crown Office; Lunacy; Arbitration under the Lands Clauses Consolidation Act; the Mayor's Court, London; the County Courts; the Privy Council; and on Passing Residuary and Succession Accounts; with Scales of Allowances, Rules of Court relating to Costs, Forms of Affidavits of Increase, and of Objections to Taxation. Fourth Edition. By WM. FRANK SUMMERHAYS and THORNTON TOOGOOD, Solicitors. Royal 8vo. 1884. Price 28s. cloth.

"On looking through this book we are struck with the minuteness with which the costs are enumerated under each heading, and the 'Table of Contents' shows that no subject-matter has been omitted."—*Law Journal*.

Gray's Bankruptcy Manual.—The Bankruptcy Act, 1883, and Rules, Forms, Scales of Costs and Fees, and Orders of Board of Trade thereunder, with Notes, giving cross-references, comparisons with the old Act, Rules, &c., and sectional and marginal references to "Chitty's Digest of all Reported Decisions," an Introduction, showing the changes, *Analysis and Appendix on the Debtors' and other Acts and Rules.* By GEO. G. GRAY, Esq., of the Middle Temple, Barrister-at-Law, &c. Demy 8vo. 1884. Price 6d. cloth.

STEVENS AND SONS, 119, CHANCERY LANE, W.C.

Wilson's Supreme Court of Judicature Acts, Rules of the Supreme Court, 1883, and Forms. With other Acts, Orders, Rules and Regulations relating to the Supreme Court. With Practical Notes. Fourth Edition. By M. D. CHALMERS, of the Inner Temple, and M. MUIR MACKENZIE, of Lincoln's Inn, Barristers-at-Law. Royal 12mo. 1883. Price 25s. cloth.

* * A large paper edition for marginal notes. Royal 8vo. 1883. Price 30s. cloth.

Allen's Forms of Indorsements of Writs of Summonses, Pleadings, and other Proceedings in the Queen's Bench Division prior to Trial, pursuant to the Rules of the Supreme Court, 1883. With Introduction, showing at the same time changes introduced by these Rules, and a Supplement of Rules and Forms of Pleadings applicable to the other Divisions. By GEORGE BAUGH ALLEN, Esq., Special Pleader, and WILFRED B. ALLEN, Esq., Barrister-at-Law. In 1 vol. Royal 12mo. 1883. Price 18s. cloth.

Chitty's Index to all the Reported Cases decided in the several Courts of Equity in England, the Privy Council, and the House of Lords, with a selection of Irish Cases, on or relating to the Principles, Pleading, and Practice of Equity and Bankruptcy; from the earliest period. The Fourth Edition, wholly revised, re-classified and brought down to the date of publication by WILLIAM FRANK JONES, B.C.L., M.A., and HENRY EDWARD HIRST, B.C.L., M.A., both of Lincoln's Inn, Esqrs., Barristers-at-Law. Vol. I. Royal 8vo. 1883. Price 1l. 11s. 6d. cloth.

* * Volume I. contains the Titles "Abandonment" to "Bankruptcy." The Title Bankruptcy is a Complete Digest of all cases, including the Decisions at Common Law.

Prideaux's Precedents in Conveyancing.—With Dissertations on its Law and Practice. Twelfth Edition. Thoroughly revised and adapted to the Conveyancing Acts, 1881, 1882, the Settled Land Act, 1882, the Married Women's Property Act, 1882, and the Bills of Sale Act, 1882. By F. PRIDEAUX, and J. WHITCOMBE, Esqrs., Barristers-at-Law. 2 vols. Royal 8vo. 1883. Price 3l. 10s. cloth.

"This work is accurate, concise, clear and comprehensive in scope, and we know of no treatise upon conveyancing which is so generally useful to the practitioner."—*Law Times*.

"The most useful work out on Conveyancing."—*Law Journal*.

Pitt-Lewis' Complete Practice of the County Courts, including Admiralty and Bankruptcy, embodying the Acts, Rules, Forms and Costs, with Additional Forms and a Full Index. Second Edition. By G. PITT-LEWIS, of the Western Circuit, Esq., sometime Holder of the Studentship of the Four Inns of Court, assisted by H. A. DE COLYAR, Esq., Barristers-at-Law. In 2 vols. Demy 8vo. 1883. Price 2l. 10s. cloth.

"One of the best books of practice which is to be found in our legal literature."—*Law Times*.

Woodfall's Guide to the New Rules; being a Synopsis of the Rules of the Supreme Court, 1883; with Notes and References to cases overruled and illustrative. By ROBERT WOODFALL, Barrister-at-Law. Royal 12mo. 1883. Price 5s. cloth.

Wharton's Law Lexicon.—Forming an Epitome of the Law of England; and containing full explanations of the Technical Terms and Phrases thereof, both ancient and modern, including the various Legal Terms used in Commercial Business. Together with a Translation of the Latin Maxims and Selected Titles from the Civil, Scotch and Indian Law. Seventh Edition. By J. M. LELY, Esq., M.A., Barrister-at-Law. Super-royal 8vo. 1883. Price 1l. 18s. cloth.

"On almost every point both student and practitioner can gather information from this valuable book, which ought to be in every lawyer's office."—*Law Notes*.

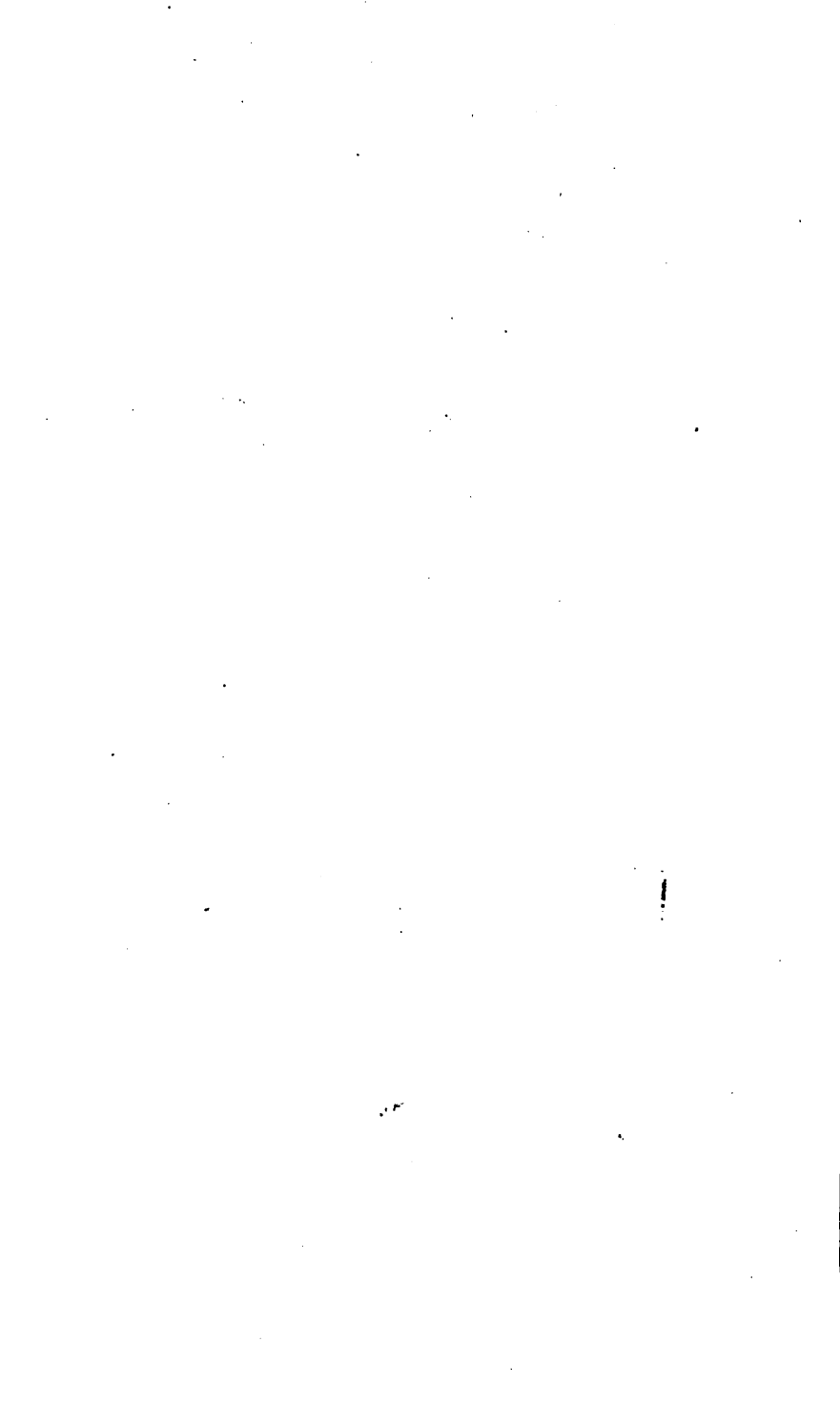
£. Enq. C. 28. e.
Bills of sale, 16.

CW .U .K .

Y 530

F 546 a 2

THE
BILLS OF SALE ACTS,
1878 & 1882.



THE
BILLS OF SALE ACTS,
1878 & 1882:

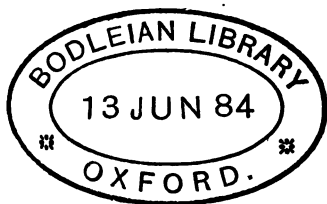
WITH
AN INTRODUCTION AND EXPLANATORY NOTES
SHOWING THE CHANGES MADE IN THE LAW
WITH RESPECT TO BILLS OF SALE:
TOGETHER WITH
*AN APPENDIX OF PRECEDENTS, RULES OF COURT,
FORMS AND STATUTES.*

BY
EDWARD WILLIAM FITHIAN,
OF THE MIDDLE TEMPLE, ESQ., BARRISTER-AT-LAW.

SECOND EDITION.

LONDON:
STEVENS AND SONS, 119, CHANCERY LANE,
Law Publishers and Booksellers.

1884



LONDON:
PRINTED BY C. F. ROWORTH, BREEM'S BUILDINGS,
CHANCERY LANE.

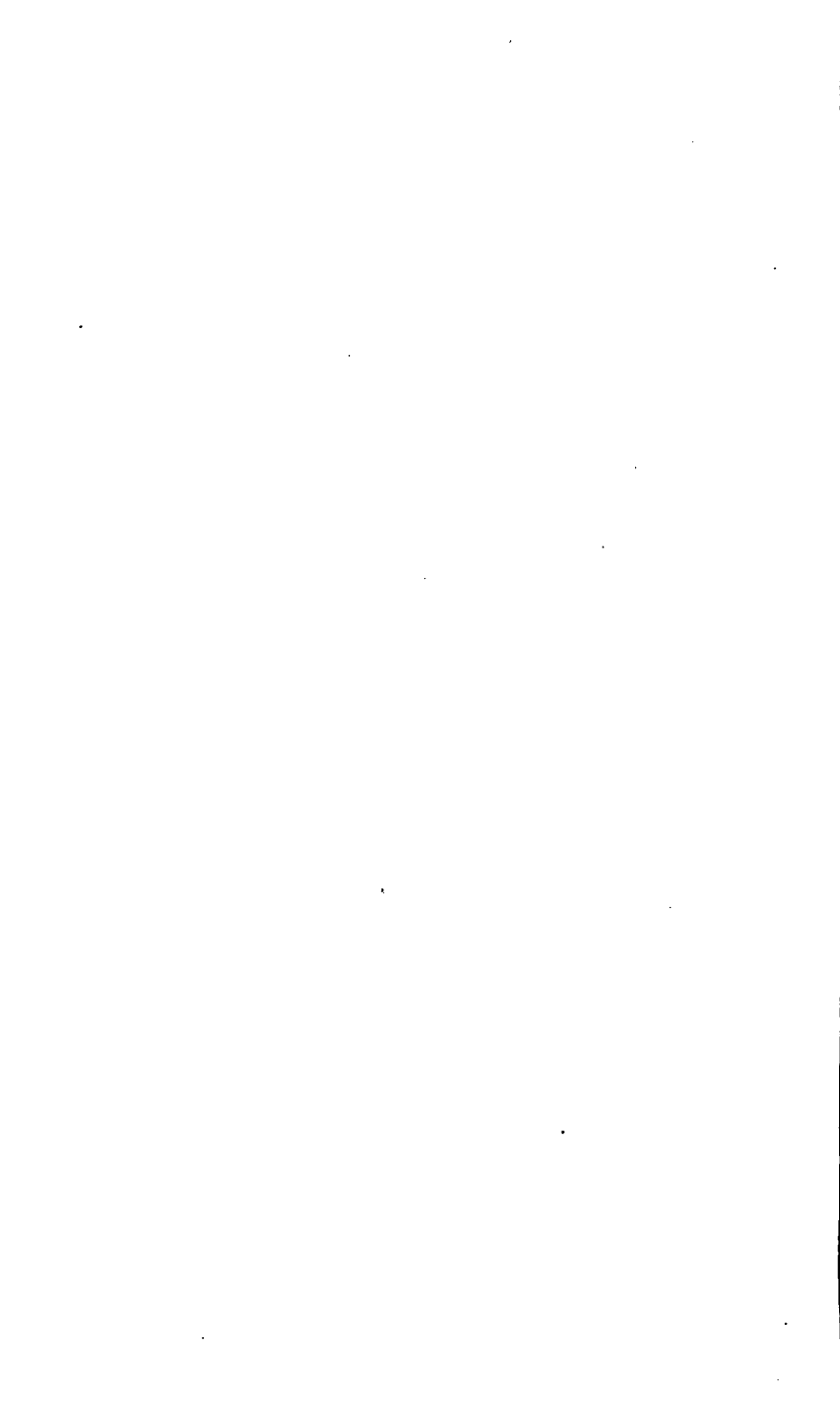
PREFACE TO THE SECOND EDITION.

SINCE the publication of the First Edition of this Work, the Bills of Sale Act (1878) Amendment Act, 1882, has been the subject of several judicial decisions, which, though comparatively few in number, are of considerable importance in elucidating the construction of the Act. The facts of these cases and the judgments given in reference to them are quoted herein at some length, for the convenience of those readers who may be unable to refer to the Law Reports.

Precedents of Bills of Sale, the New Rules of Court, and the Rules under the Conveyancing Act, 1882, affecting Bills of Sale, together with the new Order as to Court Fees, 1884, have been added to this Edition in the hope of making it more generally useful.

E. W. F.

4, PAPER BUILDINGS, TEMPLE,
February, 1884.



PREFACE TO THE FIRST EDITION.

THE principal object of this annotated edition of the Bills of Sale Acts is to indicate the nature and extent of the alterations made in the law by the recent statute. The notes appended to the Bills of Sale Act, 1878, have been given for the purpose of showing the interpretation which the Courts have placed upon the various sections of that Act. No attempt has been made to supply an exhaustive list of decided cases, the object being rather to select a few of a typical and representative character. Respecting the Act of 1882, the notes may be regarded as indicating the views and intentions of the promoters of the Act, and the nature of the evidence offered to Parliament, but how far these intentions have been realised can only be determined when the Act has had the advantage of being judicially considered. In the meantime it is hoped that these notes may be of some service to the profession and the public.

For convenience of reference the Bills of Sale Acts, 1854 to 1882, and the Interpleader Acts, have, with other documents, been reprinted in the Appendix.

E. W. F.

TEMPLE, *October*, 1882.



CONTENTS.

	PAGE
PREFACE TO THE SECOND EDITION	v
PREFACE TO THE FIRST EDITION	vii
TABLE OF CASES	xiii
INTRODUCTION	1

BILLS OF SALE ACT, 1878.

(41 & 42 VICT. c. 31.)

SECT.	
1. Short title	17
2. Commencement of Act	17
3. Application of Act	17
4. Interpretation of Terms	18
5. Application of Act to Trade Machinery	24
6. Certain Instruments giving Powers of Distress to be subject to this Act	25
7. Fixtures or Growing Crops not to be deemed separately as- signed when the Land passes by the same Instrument	26
8. Avoidance of unregistered Bill of Sale in certain cases	28
9. Avoidance of certain Duplicate Bills of Sale	31
10. Mode of registering Bills of Sale	32
11. Renewal of Registration	40
12. Form of Register	41
13. The Registrar	42
14. Rectification of Register	43
15. Entry of Satisfaction	44

SECT.	PAGE
16. Copies may be taken, &c.	45
17. Affidavits	46
18. Fees	46
19. Collection of Fees under 38 & 39 Vict. c. 77, s. 26	47
20. Order and Disposition	49
21. Rules	50
22. Time for Registration	50
23. Repeal of Acts	50
24. Extent of Act	51
SCHEDULES	51

BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882.

(45 & 46 VICT. c. 43.)

1. Short Title	53
2. Commencement of Act	53
3. Construction of Act	53
4. Bill of Sale to have Schedule of Property attached thereto	56
5. Bill of Sale not to affect after-acquired Property	57
6. Exception as to certain Things	60
7. Bill of Sale with Power to Seize except in certain Events to be void	61
8. Bill of Sale to be void unless attested and registered	65
9. Form of Bill of Sale	69
10. Attestation	76
11. Local Registration of Contents of Bills of Sale	77
12. Bill of Sale under £30 to be void	79
13. Chattels not to be removed or sold	79
14. Bill of Sale not to protect Chattels against Poor and Parochial Rates	80
15. Repeal of Part of Bills of Sale Act, 1878	81
16. Inspection of Registered Bills of Sale	86
17. Debentures to which Act not to apply	89
18. Extent of Act	90
SCHEDULE	90

APPENDIX.

	PAGE
PRECEDENTS OF BILLS OF SALE	91
EXTRACTS FROM THE RULES OF THE SUPREME COURT, 1883	106
SCHEDULE OF FORMS	118
ADDITIONAL FORMS	124
RULES OF THE SUPREME COURT, BILLS OF SALE ACTS, 1878 and 1882	126
RULES UNDER SECT. 2 OF THE CONVEYANCING ACT, 1882	129
FORMS UNDER SECT. 2 OF THE CONVEYANCING ACT, 1882	129
BILLS OF SALE ACT, 1854	132
BILLS OF SALE ACT, 1866	136
BILLS OF SALE ACT, 1878	138
BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882	146
INTERPLEADER ACT, 1831	150
AN ACT (<i>inter alia</i>) TO EXTEND THE JURISDICTION OF THE COMMON LAW JUDGES (s. 2)	153
COMMON LAW PROCEDURE ACT, 1860 (ss. 12 to 18)	153
STAMP DUTIES ON BILLS OF SALE	155

INDEX	157
-----------------	-----

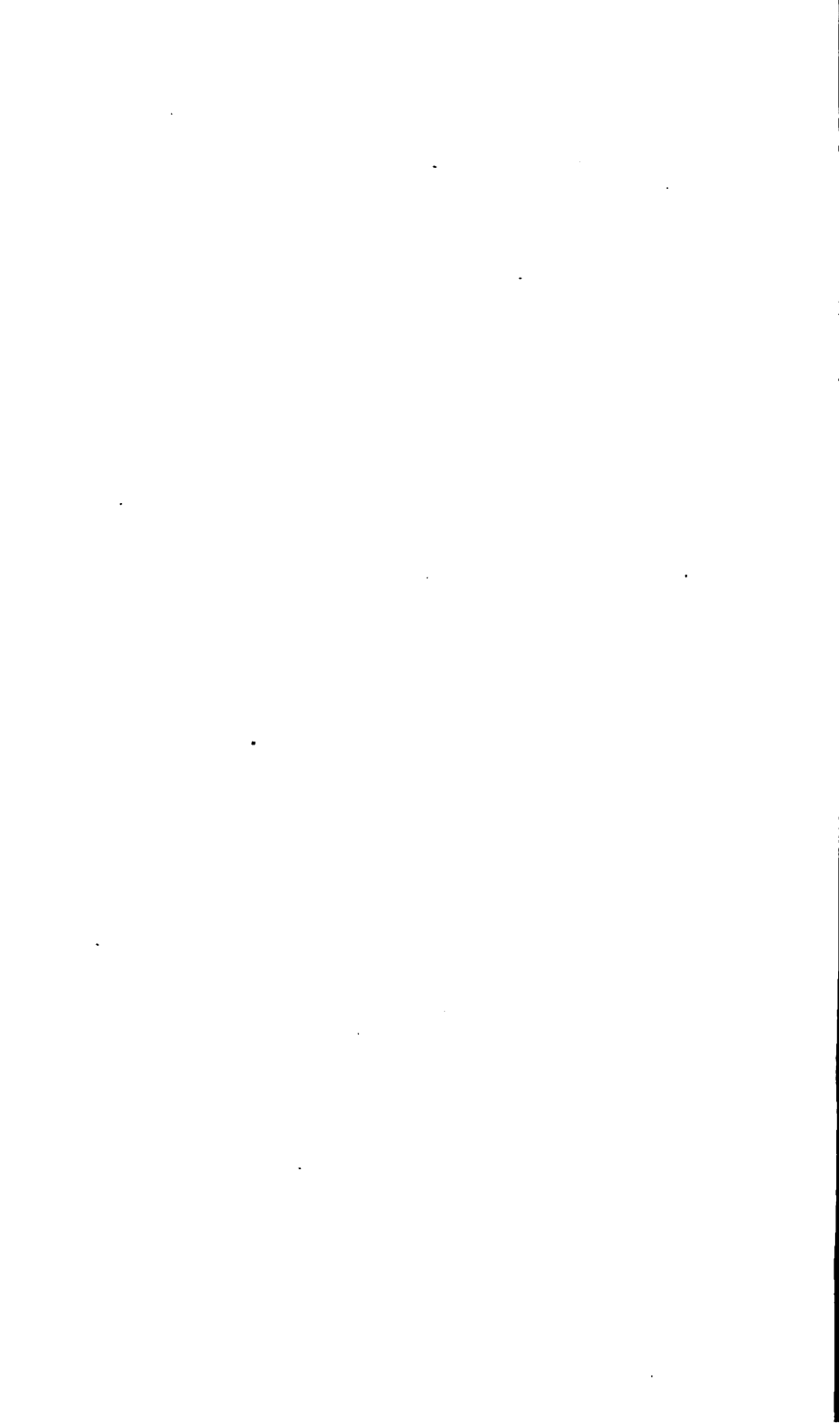


TABLE OF CASES.

	PAGE
ALLEN v. Thompson, 1 H. & N. 15; 25 L. J. Ex. 249 . . .	35
Ancona v. Rogers, 1 Ex. D. 285 . . .	24
Armytage, <i>In re, ex parte</i> Moore & Robinson's Banking Co., 14 Ch. D. 379; 49 L. J. Bank. 60; 42 L. T. 443; 28 W. R. 924 . . .	27
Ashton v. Blackshaw, L. R. 9 Eq. 510; 39 L. J. Ch. 205 . . .	21
Aakew v. Lewis, 10 Q. B. D. 477; 48 L. T. N. S. 534; 31 W. R. 567 . . .	43, 51
Asphaltic Wood Pavement Co., Limited, <i>In re</i> , 49 L. T. N. S. 159; W. N. 4th August, 1883, p. 152 . . .	31
Astbury, <i>Ex parte, in re</i> Richards, L. R. 4 Ch. 630; 38 L. J. Bank. 9; 20 L. T. N. S. 997 . . .	25
Attenborough v. Thompson, 2 H. & N. 559; 27 L. J. Ex. 23; 6 W. R. 135 . . .	35
BADGER v. Shaw, 29 L. J. Q. B. 73; 2 El. & El. 472 . . .	49
Bainbridge, <i>In re, ex parte</i> Fletcher, 8 Ch. D. 218; 47 L. J. Bank. 70; 38 L. T. N. S. 38; 26 W. R. 382 . . .	23
Banbury v. White, 2 H. & C. 300; 32 L. J. Ex. 258; 8 L. T. N. S. 508 . . .	35
Barker, <i>In re, ex parte</i> Kilner, 13 Ch. D. 245; 41 L. T. N. S. 520 . . .	22
Baum, <i>In re, ex parte</i> Cooper, 10 Ch. D. 313; 48 L. J. Bank. 40; 39 L. T. 521 . . .	19
Beales v. Tennant, 29 L. J. Q. B. 188; 1 L. T. N. S. 295 . . .	36
Belding v. Read, 3 H. & C. 955; 34 L. J. Ex. 212 . . .	59
Bent, <i>In re, ex parte</i> Mackenzie, 42 L. J. Bank. 25; 28 L. T. N. S. 486 . . .	37
Berwick, <i>Ex parte, in re</i> Young, 43 L. T. 576; 29 W. R. 292 . . .	68
Blaiberg v. Parke, 10 Q. B. D. 90; 52 L. J. Q. B. 110; 48 L. T. N. S. 311; 31 W. R. 246 . . .	36
Blaiberg, claimant, Davis v. Burton, 10 Q. B. D. 414; 11 Q. B. D. 537; 52 L. J. Q. B. 636; 48 L. T. N. S. 433; 31 W. R. 523 . . .	71
Blaiberg, <i>Ex parte, in re</i> Toomer, 23 Ch. D. 254; 52 L. J. Ch. 461; 49 L. T. N. S. 16; 31 W. R. 906 . . .	29
Blenkhorn, <i>In re, ex parte</i> Jay, L. R. 9 Ch. 697 . . .	24
Blount v. Harris, 4 Q. B. D. 603; 48 L. J. Q. B. 159 . . .	35
Boldero v. London & Westminster Loan and Discount Co., 5 Ex. D. 47; 42 L. T. 56 . . .	21

	PAGE
Bolland, <i>Ex parte</i> , in <i>re</i> Roper, 52 L. J. Ch. 113; 31 W. R. 102; Law Times, pp. 249 and 254, 5th August, 1882	69
Bowes, <i>In re</i> , <i>ex parte</i> Jackson, 14 Ch. D. 725; 43 L. T. 272	26
Bramwell v. Lacy, 10 Ch. D. 691	84
Brantom v. Griffiths, 2 C. P. D. 212; 46 L. J. C. P. 408	23
Brewell, <i>Ex parte</i> , 29 W. R. 299	35
Broadbent, <i>In re</i> , <i>ex parte</i> Homan, L. R. 12 Eq. 598	22
Brooks, <i>Ex parte</i> , in <i>re</i> Fowler, 23 Ch. D. 261; 48 L. T. N. S. 453; 31 W. R. 833	85
CARRARD v. Meek, 50 L. J. Q. B. 187; 43 L. T. 760; 29 W. R. 244	31
Castle v. Downton, 5 C. P. D. 56; 49 L. J. C. P. 6; 41 L. T. 528; 28 W. R. 257	36
Challinor, <i>Ex parte</i> , in <i>re</i> Rogers, 16 Ch. D. 260; 44 L. T. 122; 29 W. R. 205	69
Chapman or Wolfe, <i>Ex parte</i> , in <i>re</i> Davey, 45 L. T. 268	36
Chapple, <i>In re</i> , <i>ex parte</i> Izard, 23 Ch. D. 409; 52 L. J. Ch. 802; 49 L. T. N. S. 230	54, 56, 82
Charing Cross, &c., Bank, <i>Ex parte</i> , in <i>re</i> Parker, 16 Ch. D. 35; 50 L. J. Ch. 157; 44 L. T. 113; 29 W. R. 204	69
Chidell v. Galsworthy, 6 C. B. N. S. 471	59
Clements v. Matthews, 47 L. T. N. S. 251; same case, 11 Q. B. D. 808; 52 L. J. Q. B. 772	59, 60
Cochrane v. Rymill, 40 L. T. 744; 27 W. R. 776	57
Cohen, claimant, Yates v. Ashcroft, 47 L. T. N. S. 337; 31 W. R. 136	34
Collins, <i>Ex parte</i> , in <i>re</i> Lees, L. R. 10 Ch. 367; 44 L. J. Bank. 78; 32 L. T. 106; 23 W. R. 862	39
Conelly v. Steer, 7 Q. B. D. 520; 50 L. J. Q. B. 326; 45 L. T. 402; 29 W. R. 529	39
Cooper, <i>Ex parte</i> , in <i>re</i> Baum, 10 Ch. D. 318; 48 L. J. Bank. 40; 39 L. T. 521	19
Cooper v. Davis, 48 L. T. N. S. 831; 31 W. R. 721	36
Cooper v. Ibberson, 44 L. T. 309; 29 W. R. 566	35
Cooper v. Warnlow, 44 L. T. 309; 29 W. R. 566	35
Coote v. Jecks, 13 L. R. Eq. 597; 41 L. J. Ch. 599	21
Cotton, <i>Ex parte</i> , 11 Q. B. D. 301; 49 L. T. N. S. 52	62, 63
Couston, <i>In re</i> , <i>ex parte</i> Watkins, L. R. 8 Ch. 520; 42 L. J. Bank. 50; 28 L. T. 793; 21 W. R. 530	86
Cowburn, <i>In re</i> , <i>ex parte</i> Firth, 19 Ch. D. 419; 51 L. J. Ch. 473; 46 L. T. 120; 30 W. R. 529	68
Crawcour, <i>Ex parte</i> , in <i>re</i> Robertson, 9 Ch. D. 419; 47 L. J. Bank. 94; 39 L. T. 2; 26 W. R. 733	20
Crawcour v. Salter, 18 Ch. D. 30; 45 L. T. 62; 30 W. R. 21	21
DALE, <i>Ex parte</i> , Buck. 366	57
Darvill v. Terry, 30 L. J. Ex. 355; 6 H. & N. 807	34
Davey, <i>In re</i> , <i>ex parte</i> Wolfe or Chapman, 45 L. T. 268	36
Davies v. Jones, 7 L. T. N. S. 130; 10 W. R. 779	24
Davis v. Burton, Blaiberg, claimant, 10 Q. B. D. 414; 11 Q. B. D. 537; 52 L. J. Q. B. 636; 48 L. T. N. S. 433; 31 W. R. 523	71

TABLE OF CASES.

XV

	PAGE
Davis v. Goodman, 5 C. P. D. 128 ; 49 L. J. C. P. 344 ; 42 L. T. 288 ; 28 W. R. 559	30, 32
Deffell v. White, L. R. 2 C. P. 144 ; 36 L. J. C. P. 25	36
Dryden v. Hope, 3 L. T. N. S. 280 ; 9 W. R. 18	36
Duff v. Valentine, Fenner, claimant, W. N. 22nd Dec. 1883, p. 225 ; Law Times, same date, p. 130	62, 76
EMMOTT v. Marchant, L. R. 3 Q. B. D. 555 ; 38 L. T. 508	46
FAIRBROTHER, <i>In re, ex parte</i> Harding, L. R. 15 Eq. 223 ; 28 L. T. N. S. 241	85
Fenner, claimant, Duff v. Valentine, W. N. 22nd Dec. 1883, p. 225 ; Law Times, same date, p. 130	62, 76
Firth, <i>Ex parte, in re</i> Cowburn, 19 Ch. D. 419 ; 51 L. J. Ch. 473 ; 46 L. T. 120 ; 30 W. R. 529	68
Fletcher, <i>Ex parte, in re</i> Bainbridge, 8 Ch. D. 218 ; 47 L. J. Bank. 70 ; 38 L. T. N. S. 38 ; 26 W. R. 382	23
Ford v. Kettle, 9 Q. B. D. 139 ; 46 L. T. N. S. 666 ; 30 W. R. 741	34
Fowler, <i>In re, ex parte</i> Brooks, 23 Ch. D. 261 ; 48 L. T. N. S. 453 ; 31 W. R. 833	85
Fowler v. Foster, 28 L. J. Q. B. 210 ; 5 Jur. N. S. 99	21
Fraser v. Swansea Canal Co., 1 Ad. & El. 354	57
GARRUD, <i>In re, ex parte</i> Newitt, 16 Ch. D. 522 ; 44 L. T. 5 ; 29 W. R. 344	21
General Furnishing Co. v. Venn, 2 H. & C. 153 ; 32 L. J. Ex. 220 ; 8 L. T. N. S. 432	21
Gough v. Everard, 32 L. J. Ex. 210 ; 2 H. & C. 1	24
Graham v. Chapman, 12 C. B. 85	22
Grant v. Shaw, L. R. 7 Q. B. 700 ; 41 L. J. Q. B. 305	36
Gugen v. Sampson, 4 F. & F. 974	21
HALKETT v. Emmott, 47 L. J. Q. B. 436 ; 26 W. R. 632	46
Hamilton v. Chaine, 7 Q. B. D. 319 ; 50 L. J. Q. B. 456 ; 44 L. T. 764 ; 29 W. R. 676	69
Hamlyn v. Betteley, 5 C. P. D. 327 ; 49 L. J. C. P. 465 ; 42 L. T. 373 ; 28 W. R. 956	68
Harding, <i>Ex parte, in re</i> Fairbrother, L. R. 15 Eq. 223 ; 28 L. T. N. S. 241	85
Hauxwell, <i>Ex parte, in re</i> Hemingway, 23 Ch. D. 626 ; 52 L. J. Ch. 737 ; 48 L. T. N. S. 742 ; 31 W. R. 711	22
Haynes, <i>In re, ex parte</i> National Mercantile Bank, 15 Ch. D. 42 ; 49 L. J. Bank. 62 ; 43 L. T. 36 ; 28 W. R. 848	32, 35, 69
Hemingway, <i>In re, ex parte</i> Hauxwell, 23 Ch. D. 626 ; 52 L. J. Ch. 737 ; 48 L. T. N. S. 742 ; 31 W. R. 711	22
Henderson, <i>In re, ex parte</i> Lewis, L. R. 6 Ch. 626	24

	PAGE
Hickson v. Darlow, 23 Ch. D. 690; 48 L. T. N. S. 449; 52 L. J. Ch. 453; 31 W. R. 417	65
Hill v. Kirkwood, 42 L. T. 105; 28 W. R. 358	32, 66
Holland v. Hodgson, L. R. 7 C. P. 328; 41 L. J. C. P. 146; 26 L. T. 709; 20 W. R. 990	28
Holroyd v. Marshall, 10 H. L. Ca. 191; 33 L. J. Ch. 193	58
Homan, <i>Ex parte</i> , in re Broadbent, L. R. 12 Eq. 598	22
Hooman, <i>Ex parte</i> , in re Vining, L. R. 10 Eq. 63; 39 L. J. Bank. 4; 22 L. T. N. S. 179; 18 W. R. 450	23, 35
Horne v. Hughes, 6 Q. B. D. 676; 44 L. T. 678; 29 W. R. 576; affirming 50 L. J. Q. B. 403; 44 L. T. 421	40
IZARD, <i>Ex parte</i> , in re Chapple, 23 Ch. D. 409; 52 L. J. Ch. 802; 49 L. T. N. S. 230	54, 56, 82
JACKSON, <i>Ex parte</i> , in re Bowes, 14 Ch. D. 725; 43 L. T. 272	26
Jay, <i>Ex parte</i> , in re Blenkhorn, L. R. 9 Ch. 697	24
Jeavons, <i>In re</i> , <i>ex parte</i> Mackay, L. R. 8 Ch. 643; 42 L. J. Bk. 68; 28 L. T. 828; 21 W. R. 664	22
Jones v. Harris, L. R. 7 Q. B. 157; 41 L. J. Q. B. 6; 25 L. T. 702; 20 W. R. 143	35
Jones, <i>In re</i> , <i>ex parte</i> Lovering (No. 2), L. R. 9 Ch. 621	85
Joy v. Campbell, 1 Scho. & Lef. 336	86
KARET v. Kasher Meat Supply Association, 2 Q. B. D. 361; 46 L. J. Q. B. 548; 36 L. T. 694; 25 W. R. 691	41
Kilner, <i>Ex parte</i> , in re Barker, 13 Ch. D. 245; 41 L. T. N. S. 520	22
LARCHIN v. North Western Deposit Bank, L. R. 10 Ex. 64; 44 L. J. Ex. 71; 33 L. T. 124	36
Lazarus v. Andrade, 5 C. P. D. 318; 49 L. J. C. P. 847; 43 L. T. 30; 29 W. R. 15	59
Lees, <i>In re</i> , <i>ex parte</i> Collins, L. R. 10 Ch. 367; 44 L. J. Bank. 78; 32 L. T. 106; 23 W. R. 862	39
Lewis, <i>Ex parte</i> , in re Henderson, L. R. 6 Ch. 626	24
Lingard v. Messiter, 1 B. & C. 308	86
Lloyd, <i>In re</i> , <i>ex parte</i> Orme, 38 L. T. 328	21
Longbottom v. Berry, 39 L. J. Q. B. 37; L. R. 5 Q. B. 123; 22 L. T. 385	28
Love, <i>In re</i> , <i>ex parte</i> Watson, 5 Ch. D. 35; 46 L. J. Bank. 97; 37 L. T. 75; 25 W. R. 489	21
Lovering, <i>Ex parte</i> , in re Jones (No. 2), L. R. 9 Ch. 621	85
Lowenthal, <i>Ex parte</i> , in re Lowenthal, L. R. 9 Ch. 324; 43 L. J. Bank. 132; 30 L. T. N. S. 282	37
Lyons v. Tucker, 7 Q. B. D. 523; 50 L. J. Q. B. 661; 45 L. T. 403	39

TABLE OF CASES.

xvii

	PAGE
MACKAY, <i>Ex parte</i> , in re Jeavons, L. R. 8 Ch. 643; 42 L. J. Bk. 68; 28 L. T. 828; 21 W. R. 664	22
Mackenzie, <i>Ex parte</i> , in re Bent, 42 L. J. Bank. 25; 28 L. T. N. S. 486	37
Marsden v. Meadows, 7 Q. B. D. 80; 50 L. J. Q. B. 536; 45 L. T. N. S. 301; 29 W. R. 816	19
Martin v. Whitmore, 4 De G. J. & S. 1; 33 L. J. Ch. 63	60
Mather v. Fraser, 2 K. & J. 536; 25 L. J. Ch. 361; 2 Jur. N. S. 900	27
McHattie, <i>Ex parte</i> , in re Wood, 10 Ch. D. 398; 48 L. J. Bank. 26; 39 L. T. 373; 27 W. R. 327	35
Melville v. Houghton, W. N. 22 December, 1883, p. 223	76
Moore & Robinson's Banking Co., <i>Ex parte</i> , in re Armytage, 14 Ch. D. 379; 49 L. J. Bank. 60; 42 L. T. 443; 28 W. R. 924	27
Morewood v. South Yorkshire Ry., 3 H. & N. 798; 28 L. J. Ex. 114	36
Morris, <i>In re</i> , <i>ex parte</i> Webster, 22 Ch. D. 136; 52 L. J. Ch. 375; 48 L. T. N. S. 295; 31 W. R. 111	41
NATIONAL Mercantile Bank, <i>Ex parte</i> , in re Haynes, 15 Ch. D. 42; 49 L. J. Bank. 62; 43 L. T. 36; 28 W. R. 848	32, 35, 69
National Mercantile Bank v. Hampson, 5 Q. B. D. 177; 49 L. J. Q. B. 480; 28 W. R. 424	56, 103
Needham to Johnson, 8 B. & S. 190	42
Newitt, <i>Ex parte</i> , in re Garrud, 16 Ch. D. 522; 44 L. T. 5; 29 W. R. 344	21
ODELL, <i>Ex parte</i> , in re Walden, 10 Ch. D. 76; 48 L. J. Bank. 1	19, 39
O'Brien, <i>In re</i> , 10 Ir. Rep. C. L. App. XXXIII.	44
Orme, <i>Ex parte</i> , in re Lloyd, 38 L. T. 328	21
PARKER, <i>In re</i> , <i>ex parte</i> Charing Cross, & Co. Bank, 16 Ch. D. 35; 50 L. J. Ch. 157; 44 L. T. 113; 29 W. R. 204	69
Pearce, <i>Ex parte</i> , in re Williams, W. N. 24 November, 1883, p. 182; 49 L. T. N. S. 475	75
Penwarden v. Roberts, 9 Q. B. D. 137; 51 L. J. Q. B. 312	32
Phillips v. Burt, 2 F. & F. 862	35
Pickard v. Bretts, 29 L. J. Ex. 18; 5 Jur. N. S. 1134; 5 H. & N. 9	35
Pickard v. Marriage, 1 Ex. D. 364; 45 L. J. Ex. 594; 35 L. T. 343	24
Popplewell, <i>Ex parte</i> , in re Storey, 21 Ch. D. 73; 52 L. J. Ch. 39; 47 L. T. N. S. 274; 31 W. R. 335	38, 69
REEVE v. Whitmore, 4 De G. J. & S. 1; 33 L. J. Ch. 63	60
Reeves v. Barlow, 11 Q. B. D. 610	21
Reg. v. East Teignmouth, 1 B. & Ad. 244	80
Reg. v. Hodgkiss, L. R. 1 C. C. R. 212; 39 L. J. M. C. 14; 18 W. R. 150	46

	PAGE
Reynolds v. Hall, 4 H. & N. 519	86
Richards, <i>In re, ex parte</i> Astbury, L. R. 4 Ch. 630; 38 L. J. Bank. 9; 20 L. T. N. S. 997	25
Richards v. James, L. R. 2 Q. B. 285; 36 L. J. Q. B. 116	30
Robertson, <i>In re, ex parte</i> Crawcour, 9 Ch. D. 419; 47 L. J. Bank. 94; 39 L. T. 2; 26 W. R. 733	20
Robinson v. Briggs, L. R. 6 Ex. 1; 40 L. J. Ex. 17	24
Robinson v. Collingwood, 34 L. J. C. P. 18; 17 C. B. N. S. 777	38
Robinson v. Waddington, L. R. 13 Q. B. 753; 18 L. J. Q. B. 250	80
Rogers, <i>In re, ex parte</i> Challinor, 16 Ch. D. 260; 44 L. T. 122; 29 W. R. 205	69
Rolph, <i>Ex parte, in re</i> Spindler, 19 Ch. D. 98; 51 L. J. Ch. 88; 45 L. T. 482; 30 W. R. 52	68
Roper, <i>In re, ex parte</i> Bolland, 52 L. J. Ch. 113; 31 W. R. 102; Law Times, pp. 249 and 254, 5th August, 1882	69
Routh v. Roublot, 1 E. & E. 850; 28 L. J. Q. B. 240	37
Ryall v. Rolle, 1 Atk. 165	57
SEAL v. Claridge, 7 Q. B. D. 516; 50 L. J. Q. B. 316; 44 L. T. 501; 29 W. R. 598	24, 32
Sharpe v. Birch, 8 Q. B. D. 111; 45 L. T. N. S. 760; 30 W. R. 428	34
Shears v. Jacobs, L. R. 1 C. P. 513; 35 L. J. C. P. 241	36
Simmons v. Edwards, 16 M. & W. 838	86
Southam, <i>Ex parte, in re</i> Southam, L. R. 17 Eq. 578; 43 L. J. Bank. 39; 30 L. T. N. S. 138; 22 W. R. 456	38
Spindler, <i>In re, ex parte</i> Rolph, 19 Ch. D. 98; 51 L. J. Ch. 88; 45 L. T. 482; 30 W. R. 52	68
Stansfield v. Cubitt, 2 De G. & J. 222; 4 Jur. N. S. 395; 31 L. T. 3	50, 86
Storey, <i>In re, ex parte</i> Popplewell, 21 Ch. D. 73; 52 L. J. Ch. 39; 47 L. T. N. S. 274; 31 W. R. 335	38, 69
Sutton v. Bath, 3 H. & N. 382; 27 L. J. Ex. 388	36
Swift v. Pannell, 24 Ch. D. 210; 48 L. T. N. S. 351	55, 82
Swire v. Cookson, 48 L. T. N. S. 877	53, 67
TAYLOR to Bentley, 8 B. & S. 190	42
Taylor v. McKeand, 5 C. P. D. 358; 49 L. J. C. P. 563; 42 L. T. 833; 28 W. R. 628	57, 103
Thompson, <i>In re, ex parte</i> Williams, 7 Ch. D. 138; 47 L. J. Bank. 26; 37 L. T. 764; 26 W. R. 274	26
Toomer, <i>In re, ex parte</i> Blaiberg, 23 Ch. D. 254; 52 L. J. Ch. 461; 49 L. T. N. S. 16; 31 W. R. 906	29
Tuton v. Sanoner, 3 H. & N. 280; 4 Jur. N. S. 365; 27 L. J. Ex. 293	35
VINING, <i>In re, ex parte</i> Hooman, L. R. 10 Eq. 63; 39 L. J. Bank. 4; 22 L. T. N. S. 179; 18 W. R. 450	23, 35
WALDEN, <i>In re, ex parte</i> Odell, 10 Ch. D. 76; 48 L. J. Bank. 1	19, 39
Walker v. Clay, W. N. 1880, p. 53	103

TABLE OF CASES.

xix

	PAGE
Watkins, <i>Ex parte</i> , in re Couston, L. R. 8 Ch. 520; 42 L. J. Bank. 50; 28 L. T. 793; 21 W. R. 530	86
Watson, <i>Ex parte</i> , in re Love, 5 Ch. D. 35; 46 L. J. Bank. 97; 37 L. T. 75; 25 W. R. 489	21
Webster, <i>Ex parte</i> , in re Morris, 22 Ch. D. 136; 52 L. J. Ch. 375; 48 L. T. N. S. 296; 31 W. R. 111	41
Williams, <i>Ex parte</i> , in re Thompson, 7 Ch. D. 138; 47 L. J. Bank. 26; 37 L. T. 764; 26 W. R. 274	26
Williams, <i>In re</i> , ex parte Pearce, W. N. 24 November, 1883, p. 182; 49 L. T. N. S. 476	75
Wilson v. Kirkwood, 48 L. T. N. S. 821; 27 Sol. Jour. 296	70
Wolfe or Chapman, <i>Ex parte</i> , in re Davey, 45 L. T. 268	36
Wood, <i>In re</i> , ex parte McHattie, 10 Ch. D. 398; 48 L. J. Bank. 26; 39 L. T. 373; 27 W. R. 327	35
YATES v. Ashcroft, Cohen, claimant, 47 L. T. N. S. 337; 31 W. R. 136	34
Young, <i>In re</i> , ex parte Berwick, 43 L. T. 576; 29 W. R. 292	68



THE
BILLS OF SALE ACTS,
1878 & 1882.

INTRODUCTION.

THE passing of the Bills of Sale Act, 1878 (41 & INTRODUCTION. 42 Vict. c. 31), may be said to have marked a fresh departure in legislation upon bills of sale. This Act repealed the two previous statutes upon the subject, the 17 & 18 Vict. c. 36, and the 29 & 30 Vict. c. 96, as from the first day of January, 1879; and although many of the provisions they contained were re-enacted with slight verbal amendments, some very important alterations were made. Among these may be mentioned (1) the extension of the definition of a bill of sale, (2) the limitation of the period for registration to seven days, (3) the avoidance of certain duplicate bills of sale, (4) the attestation by a solicitor, and (5) the exemption from what is known as the order and disposition section of the Bankruptcy Act, 1869, of chattels comprised in a bill of sale which has been duly registered. The nature of these alterations will now be briefly noted, with the view of considering how far they may have rendered necessary further legislation on this subject.

(1.) By the interpretation section of the Bills of Sale Act, 1878 (*a*), the expression "bill of sale" is

(*a*) 41 & 42 Vict. c. 31, s. 4.

INTRODUC-
TION.

enlarged so as to include inventories of goods with receipts thereto attached, receipts for purchase-moneys of goods, and also any agreement, whether intended or not to be followed by the execution of any other instrument by which a right in equity to any personal chattels, or to any charge or security thereon, shall be conferred. It is further provided (*b*) that every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale of any personal chattels which may be seized or taken under such power of distress. This section does not extend to a mortgage of any estate or interest in any land, tenement, or hereditament which a mortgagee in possession shall have demised to the mortgagor as his tenant at a fair and reasonable rent.

(2.) Under the Bills of Sale Act, 1854 (*c*), the time allowed for registering a bill of sale was twenty-one days. This period was reduced by the Bills of Sale Act, 1878 (*d*), to seven days.

(3.) In order to avoid certain duplicate bills of sale it was enacted (*e*) that where a subsequent bill is executed within or on the expiration of seven days after the execution of a prior unregistered bill of sale, and comprises all or any part of the personal chattels comprised in such prior bill of sale, then, if

(*b*) 41 & 42 Vict. c. 31, s. 6.

(*c*) 17 & 18 Vict. c. 36, s. 1.

(*d*) 41 & 42 Vict. c. 31, s. 8.

(*e*) 41 & 42 Vict. c. 31, s. 9.

such subsequent bill is given as a security for the same debt as is secured by the prior bill of sale, or for any part of such debt, it shall, to the extent to which it is a security for the same debt or part thereof, and so far as respects the personal chattels comprised in the prior bill, be absolutely void, unless it is proved to the satisfaction of the court having cognizance of the case that the subsequent bill of sale was *bonâ fide* given for the purpose of correcting some material error in the prior bill of sale, and not for the purpose of evading the Act.

(4.) Section 10 (*f*) refers to the mode of registering bills. It prescribes that the execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill the effect thereof has been explained to the grantor by the attesting solicitor.

(5.) By section 20 (*g*) chattels comprised in a bill of sale which has been and continues to be duly registered under the Act, shall not be deemed to be in the possession, order, or disposition of the grantor of the bill of sale within the meaning of the Bankruptcy Act, 1869 (*h*).

The Bills of Sale Act, 1878, came into operation on the 1st January, 1879, and an extraordinary increase in the number of registered bills of sale immediately followed. Returns have been prepared for several years before and subsequent to the Act coming into operation, and they show most conclusively that although before the passing of the Act there was a steady growth of these instruments, it was trifling when compared with the number of

(*f*) 41 & 42 Vict. c. 31, s. 10.

(*g*) 41 & 42 Vict. c. 31, s. 20.

(*h*) 32 & 33 Vict. c. 71, s. 15, sub-sec. 5.

INTRODUC- bills registered under the Act. The following figures
TION. have been extracted from the official returns pre-
sented to Parliament :—

Year.	Number of Registered Bills of Sale.
1876	14,228
1877	15,736
1878	19,596
1879	49,623
1880	55,513
1881	51,687

This increase was not attributable to the state of trade generally, there being no sudden commercial depression which could in any way produce such a result. The reason generally alleged is that bills of sale became better securities under the Act than before, owing to the operation of section 20, which exempted chattels comprised in a bill of sale from the operation of the order and disposition section of the Bankruptcy Act, 1869. There can be no doubt that this had a material influence in increasing the number of these instruments, but its importance has been somewhat exaggerated. Prior to the Bills of Sale Act, 1878, the time allowed for registration was twenty-one days, the bills being valid in the meantime, and it was a common practice to evade registration by the execution of a new bill of sale over the same chattels at the expiration of every nineteen or twenty days. It was also held out to grantors that this method was a distinct advantage to them, as by avoiding registration they were screened from that publicity which would otherwise follow. Under such circumstances it is by no means difficult to understand why grantors, and especially traders, so

readily complied with the suggestion made by money-lenders, who were otherwise interested in preventing the fact from becoming known that they were the holders of bills of sale. Deeds of attornment also, which were rather extensively used in certain districts in lieu of bills of sale, were not registered before 1879. With the view of meeting this systematic evasion of the previous Bills of Sale Acts, a clause was inserted in the Act of 1878 (i) limiting the time for registering bills to seven days, as short a time as could reasonably be named, to afford an opportunity for sending bills executed in distant parts of the country to London for registration. It was also provided (k) that where a subsequent bill of sale is executed within seven days after the execution of a prior unregistered bill, and comprises all or any of the same chattels, and is given as security for the same debt, or part thereof, it shall to that extent be absolutely void, unless given for the purpose of correcting some material error in the prior bill. When these two sections came into operation, duplicate bills were no longer resorted to, and it is reasonable to conclude that the grantees of these instruments were thenceforth desirous, for their own protection, to get every bill of sale registered within seven days of execution. The evidence given before the Select Committee of the House of Commons in 1881 goes far to show that the increase in the number of bills of sale was not nearly so large as the figures taken alone would appear to indicate.

The advantages which the promoters of the Bills of Sale Act, 1878, anticipated would follow from the provision requiring the execution of every bill of sale

(i) 41 & 42 Vict. c. 31, s. 8.

(k) 41 & 42 Vict. c. 31, s. 9.

INTRODUC-
TION.

to be attested by a solicitor of the Supreme Court have been dispelled by the way in which the Act has worked in practice. The attesting solicitors have in most instances been the solicitors of the grantees, and the protection which it was sought to give to illiterate grantors of an explanation by an independent solicitor has, therefore, proved of little avail. Whatever advantage this system of professional explanation and attestation may have possessed, it was almost entirely neutralised by the decision of the Court of Appeal in *Davis v. Goodman* (1), to the effect that as between grantor and grantee attestation by a solicitor was not essential to the validity of a bill of sale.

Finding that the abuses connected with bills of sale were apparently unchecked by the operation of the Bills of Sale Act, a bill was introduced into Parliament, in the second session of 1880, for the purpose of amending some of its provisions. No substantial progress, however, was made beyond calling public attention to the desirability of seriously considering what ought to be done in the way of further legislation. Early in the session of 1881, Mr. C. J. Monk, M.P., President of the Association of Chambers of Commerce of the United Kingdom, re-introduced the Bills of Sale Act (1878) Amendment Bill, but it was not read a second time until late in the session.

In the meantime the Lord Chancellor sent a circular letter to the judges and registrars of county courts in England and Wales asking, for the information of the Board of Trade, for accurate information as to the operation and effect of the Bills of Sale Act, 1878, and for suggestions for the amendment of the same if, in the opinion of the persons to whom

(1) *Davis v. Goodman*, L. R. 5 C. P. D. 128.

the circular letter was addressed, the law required amendment. The attention of the judges and registrars was not directed to any suggested amendments, or even to the Bill then before the House of Commons, and the answers received were consequently based upon the individual experience of each of the writers. To this communication from the Lord Chancellor replies were received from eighteen County Court judges and fifty registrars, and these replies were embodied in a Blue Book which was laid before both Houses of Parliament. There is, as might be expected, some diversity of opinion in the answers, but it is somewhat remarkable to find that many of the judges and registrars in large commercial districts made important recommendations which differed only in minor details.

Respecting the assignment of after-acquired property by bills of sale, five judges and twelve registrars made suggestions for amending the law, and the whole of these proposals were alike in principle, viz., that no after-acquired property ought to be allowed to pass under a bill of sale. The judges making these suggestions preside at the courts in Liverpool (2), Bradford, Birmingham, and Bristol, and in other courts in their respective districts; and the registrars who offer similar recommendations are attached to the courts at Liverpool (2), Leeds, Huddersfield, Derby, Dudley, Cardiff, Hanley, Bedford, Southampton, Crewe, and Worcester, thus comprising the officials of many of the most important business centres. Mr. Motteram, Q.C., the judge of the Birmingham County Court, says upon this subject:—"I hope I am not going beyond what your lordship wishes when I venture to submit that in any future legislation the grantor should be prohibited from as-

INTRODUC-
TION.

signing by any means whatever, what is termed after-acquired property. He ought not, in my opinion, to be allowed to assign anything that has not been paid for, and which at the date of the assignment is not in his possession. The property assigned ought to be clearly and distinctly defined by a schedule to the assignment, and the deed ought not to operate upon anything not included in the schedule. This should be done, not so much alone in the interest of the grantor as in the interest of the general body of the grantor's creditors, but especially it should be done in the interest of the creditors from whom the after-acquired property may have been obtained and not paid for. The law on this subject has reached dangerous lengths." Mr. W. T. S. Daniel, Q.C., the judge of the Bradford court, wrote in the following terms:—"The decisions of the courts have greatly increased the evils to creditors by recognising the validity of bills of sale which include after-acquired property, especially stock-in-trade, a misapplication, if I may presume to say so, of the principle of the case in the House of Lords of *Marshall v. Holroyd*. I should think the experience of every County Court judge would confirm these remarks. I think, however, the law might be amended so as to cure some of the evils, thus:—(1.) Confine bills of sale to property to which the grantor is entitled at the date (the old Common Law rule), and let the particulars of the property be described in the deed itself, or a schedule, part of the deed. (2.) Declare bills of sale void so far as they affect to deal in any way with after-acquired property, whether by licence to seize, power of distress, or any other device." Mr. T. P. E. Thompson and Mr. J. F. Collier, the judges of the Liverpool court, with their registrars, sent a joint communica-

tion in which they expressed the following opinion:— INTRODUC-
TION.
 “Great injustice and fraud may be committed by bills of sale covering after-acquired property, but we doubt whether the mercantile community is prepared for so great a change of the law as the restriction of bills of sale to present property, which would practically abolish bills of sale of stock-in-trade. Probably greater publicity will meet the case, and prevent, in a great measure, the injustice and fraud complained of. We are prepared, if the mercantile community is, to advocate a change in the law to prevent a bill of sale being given of a trader’s stock-in-trade and trade machinery at all.” It will be observed that this suggested amendment of the law was advocated in the interest of the general body of creditors, and that the only doubt or hesitation expressed by the above judges was in respect to the commercial community being prepared for so great a change. Upon this point it may be considered sufficient to remark that the bill then before Parliament, and which has since become law, contained provisions designed to effect this very object of preventing after-acquired property from passing under a bill of sale, and that it was promoted by an association comprising fifty-two chambers of commerce, and was supported by about the same number of trade protection societies. So far, therefore, as these organisations represent the views of the mercantile community, it may be said that there was a very decided expression of opinion in favour of the change.

Without referring to all the amendments suggested by the judges and registrars which coincided with clauses in the bill before Parliament, it may be sufficient to note the following.

Recommendations similar to the clause contained

**INTRODUC-
TION.**

in the bill requiring goods to be retained for several days after seizure before removal or sale, were made by Mr. Serjeant Petersdorff, judge of circuit 57, and by the registrars of the County Courts at Dudley, Northallerton, and Stourbridge.

The desirability of requiring all bills of sale to be attested and registered, even as between grantor and grantee, was suggested by the judges of the Birmingham and Huddersfield courts, and by the registrars at Hanley, Bedford, Southampton, and Sheffield (2).

Respecting the proposal to make bills of sale void as against trustees in bankruptcy, suggestions were made by the County Court judges of circuits 25 and 35, and by no fewer than 13 registrars. They differed in details, as was inevitable with so many independent proposals, but they were in agreement with the spirit of the clause in the bill.

A great number of the registrars and some judges recommended the local registration of bills of sale in addition to the present registration in London. This was urged mainly on two grounds—firstly, to enable small traders to obtain information as to bills of sale given by grantors; and secondly, to assist bailiffs, so as to avoid needless executions.

Following closely upon the publication of the replies to the Lord Chancellor's circular, Mr. Monk's bill was read a second time in the House of Commons and referred to a select committee, composed principally of members of the legal profession. This committee met many times under the presidency of the Attorney-General, and took evidence from a number of representative witnesses, including four money-lenders. The latter gave their evidence very frankly, and one or other of them in effect admitted that the

average rate of interest upon advances of less than £50 was from 70 to 90 per cent., and frequently far exceeded the higher rate ; that in about three-fourths of the cases in which bills were held by them, seizure and sale of the chattels took place ; and that in ninety-nine cases out of one hundred the people who came to them for assistance were insolvent at the time. They made many statements of an equally startling description, and three of them agreed that it would be for the advantage of the smaller class of borrowers if they were prohibited from borrowing on bills of sale. The Lord Advocate of Scotland, who was the last witness called before the select committee, gave evidence as to the absence of the system of bills of sale in that country, and stated that the only way in which an owner of personal property could give security over it was by delivering it into the possession of the lender. The evidence given before the committee was overwhelmingly in favour of the principles contained in the bill, and the committee, after amending some of the clauses and adding others, reported the bill to the House. It was then too late in the session to pass the bill through its remaining stages, and it was accordingly withdrawn.

Mr. Monk re-introduced the bill, as amended by the select committee, at the commencement of the Parliamentary Session of 1882, and in due course it reached the House of Lords, where it was under the charge of Lord Coleridge. The bill was there read a second time without a division, and on the 19th June was referred to a select committee, consisting of the Lord Chancellor, Earl of Powis, Earl Cairns, Viscount Sherbrooke, Lord Clinton, Lord Sudeley, Lord Monk, Lord Coleridge, and Lord Bramwell.

INTRODUC-
TION.

The only witnesses examined before this committee were Mr. (now Sir T. H.) Farrer, permanent secretary to the Board of Trade, and Mr. Hodgson, one of the Masters of the Supreme Court. Several important amendments were made by the House of Lords, including, *inter alia*, a modification of the clauses affecting after-acquired property, the adoption of a common form of bill of sale when given as security for the payment of money, the abolition of attestation by a solicitor, and the substitution of £30 for £50 as the minimum sum for which a bill of sale can be granted. The House of Commons agreed to these amendments, and the bill received the royal assent on the 18th August.

The new Act came into operation on the 1st November, 1882, and from that date the law respecting bills of sale given by way of security for the payment of money was materially altered.

Absolute bills of sale are not affected by the recent Act, and they continue therefore to be governed by the provisions of the Bills of Sale Act, 1878.

Among the more important changes made by the new statute is one requiring every bill of sale to have a schedule containing an inventory of the personal chattels assigned, and which enacts that, subject to certain exceptions as to crops which were actually growing at the time when the bill of sale was executed, and as to fixtures, plant, and trade machinery brought upon any premises in substitution for the like things described in the schedule, a bill of sale shall have effect only in respect of the chattels described in the schedule and shall be void, except as against the grantor, in respect of any chattels not so described. There is a further provision that, subject to the

same exceptions, a bill of sale shall be void, except as against the grantor, in respect of any of the chattels described in the schedule of which the grantor was not the true owner at the time. The practical effect of these sections is to prevent as against third parties, after-acquired property from being assigned by these instruments.

Section 8 makes attestation and registration necessary in every case, so that the omission to register will now be fatal to the validity of a bill, even as between the parties themselves. It is not however required that the attestation shall be by a solicitor of the Supreme Court, as one or more credible witness or witnesses, not being one of the parties to the bill, will suffice. With the view of rendering this professional assistance unnecessary for the protection of illiterate grantors, a short form of bill of sale is given in the schedule to the Act, which must in all cases be substantially followed where the instrument is given as security for the payment of money by the grantor.

It is enacted by section 12 that every bill of sale made or given in consideration of any sum under £30 shall be void. This has greatly diminished the number of bills for small amounts, and has thus confirmed the evidence given before the Select Committee in the House of Commons, that a very large number of these documents are given in consideration of advances of less than the sum named.

The power to seize and take possession of the goods included in a bill of sale upon default being made in the payment of money or otherwise is undoubtedly a matter of great importance, but hitherto it has not been the subject of statutory enactment.

INTRODUC-
TION.

It is now provided that goods assigned under a bill of sale shall not be liable to be seized or taken possession of by the grantee for any other than the following causes :—

- (1.) If the grantor shall make default in payment of the sum or sums of money thereby secured at the time therein provided for payment, or in the performance of any covenant or agreement contained in the bill of sale and necessary for maintaining the security ;
- (2.) If the grantor shall become a bankrupt, or suffer the said goods or any of them to be distrained for rent, rates, or taxes ;
- (3.) If the grantor shall fraudulently either remove or suffer the said goods, or any of them, to be removed from the premises ;
- (4.) If the grantor shall not, without reasonable excuse, upon demand in writing by the grantee, produce to him his last receipts for rent, rates, and taxes ;
- (5.) If execution shall have been levied against the goods of the grantor under any judgment at law.

The removal and sale of the goods seized by the grantee cannot now be effected with the same expedition as formerly. All personal chattels seized or of which possession was taken after the 1st November, 1882, under any bill of sale registered before or after that date, must remain on the premises where they were seized, and not be removed or sold until after the expiration of five clear days.

The grantor may, in the meantime, apply to the High Court, or to a judge thereof in chambers, and such court or judge, if satisfied that, by payment of money or otherwise, the cause of seizure no longer exists, may restrain the grantee from removing or selling the said chattels, or may make such other order as may seem just. This provision has proved very useful in many cases, where otherwise great hardship would have been inflicted upon grantors for comparatively trifling defaults.

Section 15 expressly repeals the 20th section of the Bills of Sale Act, 1878, which enacted that chattels comprised in a registered bill of sale should not be deemed to be in the possession, order, or disposition of the grantor of the bill of sale within the meaning of the Bankruptcy Act, 1869. In the event therefore of the bankruptcy of a grantor who is a trader, the property in the goods assigned by the bill of sale which, at the commencement of the bankruptcy, were in his possession, will vest in the trustee, and be dealt with in pursuance of the law for the time being in force with respect to bankruptcy.

The above constitute the principal alterations made by the Act; but there are some minor changes protecting rates and taxes from the operation of bills of sale; providing for local registration in County Courts in addition to the registration in London; and defining the right to search and inspect bills of sale at the principal registry in accordance with the established practice.

It may be interesting to note that the effect of the first year's operation of the new Act has been a decrease of 37,000 bills of sale, as compared with the number registered during the previous twelve months.

**INTRODUC-
TION.**

The decrease in the number of bills executed must, however, have exceeded the above figure, as, prior to the Act of 1882, many bills of sale were executed but not registered; whereas, since the Act has been in operation, a bill of sale given as security is absolutely void unless it is registered.

BILLS OF SALE ACT, 1878.



41 & 42 VICT. c. 31.

An Act to consolidate and amend the Law for preventing Frauds upon Creditors by secret Bills of Sale of Personal Chattels. [22nd July, 1878.]

WHEREAS it is expedient to consolidate and amend the law relating to bills of sale of personal chattels: Act, 1878,
ss. 1—3.

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. This Act may be cited for all purposes as the Short title. Bills of Sale Act, 1878.

2. This Act shall come into operation on the first day of January, One thousand eight hundred and seventy-nine, which day is in this Act referred to as the commencement of this Act. Com-
mence-
ment.

3. This Act shall apply to every bill of sale executed on or after the first day of January, one thousand eight hundred and seventy-nine (whether the same be absolute, or subject or not subject to any trust) whereby the holder or grantee has power, either with or without notice, and either immediately or at any future time, to seize or take possession of any personal chattels comprised in or made subject to such bill of sale. Applica-
tion of Act.

The only provisions of this Act which have a retrospective effect are those contained in sections 7 and 11.

The rule of construction given in section 7 is made

Act, 1878, applicable to all deeds or instruments, which include fixtures or growing crops, executed before the 1st January, 1879, and then subsisting and in force, in all questions arising under any bankruptcy, liquidation, assignment for the benefit of creditors, or execution of process of any court, which shall take place or be issued after the commencement of the Act. See *section 7, and the notes thereon.*

By section 11 the registration of bills of sale executed before the 1st day of January, 1879, must be renewed under this Act every five years, or the registration will become void.

Interpre-
tation of
terms.

4. In this Act the following words and expressions shall have the meanings in this section assigned to them respectively, unless there be something in the subject or context repugnant to such construction; (that is to say,)

The expression "bill of sale" shall include bills of sale, assignments, transfers, declarations of trust without transfer, inventories of goods with receipt thereto attached, or receipts for purchase-moneys of goods, and other assurances of personal chattels, and also powers of attorney, authorities, or licenses to take possession of personal chattels as security for any debt, and also any agreement, whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels, or to any charge or security thereon, shall be conferred, but shall not include the following documents; that is to say, assignments for the benefit of the creditors of the person making or giving the same, marriage settlements, transfers or assignments of any ship or vessel or any share thereof, transfers of goods in the ordinary course of business of any trade or calling, bills of sale of goods in foreign parts or at sea, bills of lading, India warrants, warehouse-keepers certificates, warrants or orders for the delivery of goods, or any other documents

used in the ordinary course of business as **Act, 1878.**
 proof of the possession or control of goods, or **s. 4.**
 authorising or purporting to authorise, either
 by indorsement or by delivery, the possessor
 of such document to transfer or receive goods
 thereby represented :

This definition of a bill of sale consists of a re-enactment of that contained in the Bills of Sale Act, 1854 (17 & 18 Vict. c. 36), s. 7, with the following additions:—
 “Inventories of goods with receipt thereto attached, or receipts for purchase-moneys of goods,” and “also any agreement, whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels, or to any charge or security, thereon shall be conferred.”

Section 6 still further extends this definition by providing that certain documents by which a power of distress is given as a security for a debt or advance, shall be deemed to be bills of sale within the meaning of the Act. See section 6, and notes thereon.

A bill of sale may consist of several documents. In *Ex parte Odell, In re Walden*, 10 Ch. D. 76; 48 L. J. Bank. 1, it was held that an inventory of goods with receipt attached and an agreement entered into on the same day by which the purchaser let the goods to the vendor, together constituted a mortgage, and required to be registered as a bill of sale. An inventory of goods with receipt for purchase-money attached, the vendor remaining in apparent possession of the goods, is a bill of sale and requires registration: *Ex parte Cooper, In re Baum*, 10 Ch. D. 313; 48 L. J. Bank. 40; 39 L. T. 521.

The two cases above mentioned were decided under the Act of 1854. The latest case bearing upon this point is *Marsden v. Meadows*, 7 Q. B. D. 80; 50 L. J. Q. B. 536; 45 L. T. N. S. 301; 29 W. R. 816, where the sheriff having seized the defendant's goods, sold them to the claimant for £65. Of this sum a deposit of £40 was paid at the time of sale, whereupon the claimant was put into possession. On the following day the balance of the purchase-money was paid, and the sheriff then gave the claimant an inventory of the goods, and a receipt for the purchase-money. The inventory and receipt were not registered as a bill of sale. Subsequently the goods, which, by the permission

Act, 1878, of the claimant, were still in the possession of the defendant, were seized by the sheriff under another writ. **s. 4.** The Court of Appeal held that the inventory and receipt did not amount to a bill of sale within the meaning of the Bills of Sale Act, 1878. In delivering judgment, Bramwell, Cotton, and Brett, L.JJ., gave an exposition of the law on this subject, and the latter judge, in referring to the facts of the case, said :—" At the time when the property in the goods passed to the claimant they were not in the possession of the owner ; they were in the possession of the law, that is to say, of the sheriff who parted with them, and placed them under the control of the claimant. This seems a wholly different transaction from giving a bill of sale in the mode in which it is usually given ; still, if a bill of sale had in fact been given by the sheriff, it would have been necessary to register it ; and further, it might have been necessary to register a bill of sale, if at the time of the sale it had been agreed that the property in the goods should be transferred by a bill of sale to be afterwards executed ; but it is not necessary to determine this point. In the present case, whether the receipt was or was not given was wholly immaterial ; it was not given in consequence of any agreement, or with reference to the passing of the property ; it was merely given as an acknowledgment for the money which had been previously paid." It will thus be seen that to bring an inventory of goods with receipt attached, or a receipt for the purchase-money of goods, within the definition of a bill of sale under this section, the document must, as Cotton, L. J., said in this case, " be one on which the title of the transferee of the goods depends either as the actual transfer of the property, or an agreement to transfer, or as a muniment or document of title taken, to use an expression found in some of the cases, at the time as a record of the transaction."

Where furniture is sold on the hire system, and it is a term of the agreement that the property in the furniture is not to pass until all the instalments have been paid, the agreement will not be construed as a bill of sale. In *Ex parte Crawcour, In re Robertson*, 9 Ch. D. 419 ; 47 L. J. Bank. 94 ; 39 L. T. 2 ; 26 W. R. 733, Brett, L. J., said :—" The sole question is whether the property in the goods passed to Robertson [the hirer]. In my opinion

the property did not pass by the agreement. To hold that it did would be clearly contrary to the expressed intention of the parties. Nor do I think that the property passed by the delivery of the goods, which was made in accordance with the agreement. In my opinion the property could not pass until all the instalments had been paid, and that has not been done yet." See also *Crawcour v. Salter*, 18 Ch. D. 30; 45 L. T. 62; 30 W. R. 21. Where there has been a sale and delivery of goods, and the purchase-money is to be paid by instalments, an agreement entered into subsequently by which the purchaser agreed to hire the goods from the vendor required registration: *Ex parte Orme, In re Lloyd*, 38 L. T. 328.

An agreement by which a lien is given on bills of lading is not a bill of sale: *Ex parte Watson, In re Love*, 5 Ch. D. 35; 46 L. J. Bank. 97; 37 L. T. 75; 25 W. R. 489; neither is a building agreement, by which a license is granted to take possession of chattels, unless by way of security for a debt: *Ex parte Newitt, In re Garrud*, 16 Ch. D. 522; 44 L. T. 5; 29 W. R. 344.

In the recent case of *Reeves v. Barlow*, 11 Q. B. D. 610, it was held that an agreement by a clause in an ordinary building contract that all building and other materials brought upon the land shall become the property of the landowner, is not a bill of sale within the meaning of this Act, and consequently does not require to be registered.

An assignment for the benefit of creditors must be for the benefit of all the creditors, though the instrument need not expressly state that it is intended to include all: *General Furnishing Co. v. Venn*, 2 H. & C. 153; 32 L. J. Ex. 220; 8 L. T. N. S. 432; *Boldero v. London and Westminster Loan and Discount Co.*, 5 Ex. D. 47; 42 L. T. 56.

The term "marriage settlements" includes only ante-nuptial settlements, or settlements made in accordance with ante-nuptial articles: *Fowler v. Foster*, 28 L. J. Q. B. 210; 5 Jur. N. S. 99; *Ashton v. Blackshaw*, L. R. 9 Eq. 510; 39 L. J. Ch. 205; *Gugen v. Sampson*, 4 F. & F. 974.

A bill of sale of personal chattels situate in Scotland, though made by a domiciled Englishman in England, need not be registered: *Coote v. Jecks*, L. R. 13 Eq. 597; 41 L. J. Ch. 599.

An agreement to give a bill of sale need not be regis-

Act, 1878,
s. 4.

Act, 1878, s. 4. tered : *Ex parte Homan, In re Broadbent*, L. R. 12 Eq. 598 ; unless it is relied upon as an equitable assignment : *Ex parte Mackay, In re Jeavons*, L. R. 8 Ch. 643 ; 42 L. J. Bank. 68 ; 28 L. T. 828 ; 21 W. R. 664.

In a recent case, *Ex parte Hauzwell, In re Hemingway*, 23 Ch. D. 626 ; 52 L. J. Ch. 737 ; 48 L. T. N. S. 742 ; 31 W. R. 711, it was held by the Court of Appeal that a parol agreement to give a bill of sale does not require registration under this Act, and that a bill of sale given in pursuance of such an agreement is not void under the Act by reason of the non-registration of the agreement. It was also decided in the same case that *Graham v. Chapman*, 12 C. B. 85, must be taken to have been overruled, so far as it declared that a bill of sale which, to secure an existing debt and a present advance, assigns the whole of the grantor's property, including that which he may purchase by means of the advance, is necessarily void as an act of bankruptcy : *Ex parte Kilner, In re Barker*, 13 Ch. D. 245 ; 41 L. T. N. S. 520, distinguished.

The expression "personal chattels" shall mean goods, furniture, and other articles capable of complete transfer by delivery, and (when separately assigned or charged) fixtures and growing crops, but shall not include chattel interests in real estate, nor fixtures (except trade machinery as hereinafter defined), when assigned together with a freehold or leasehold interest in any land or building to which they are affixed, nor growing crops when assigned together with any interest in the land on which they grow, nor shares or interests in the stock, funds, or securities of any government, or in the capital or property of incorporated or joint stock companies, nor choses in action, nor any stock or produce upon any farm or lands which by virtue of any covenant or agreement or of the custom of the country ought not to be removed from any farm where the same are at the time of making or giving of such bill of sale :

Goods, furniture, and other articles, capable of com-

plete transfer by delivery, mean such as when sold are Act, 1878, capable of present delivery and removal: *Brantom v. Griffiths*, 2 C. P. D. 212; 46 L. J. C. P. 408. s. 4.

In *Ex parte Fletcher, In re Bainbridge*, 8 Ch. D. 218; 47 L. J. Bank. 70; 38 L. T. N. S. 38; 26 W. R. 382, it was held that a mortgage of a share in the partnership and goodwill of a business is a mortgage of a chose in action.

In the Act of 1854 (17 & 18 Vict. c. 36, s. 7) fixtures are comprised in the definition of personal chattels, but by this section fixtures and growing crops are only to be so regarded when separately assigned or charged. The construction to be placed upon the words "when separately assigned or charged," is given in section 7.

Trade machinery is, by section 5, to be included in the definition of personal chattels.

Personal chattels shall be deemed to be in the "apparent possession" of the person making or giving a bill of sale, so long as they remain or are in or upon any house, mill, warehouse, building, works, yard, land, or other premises, occupied by him, or are used and enjoyed by him in any place whatsoever, notwithstanding that formal possession thereof may have been taken by or given to any other person :

"Prescribed" means prescribed by rules made under the provisions of this Act.

The definition of "apparent possession" is taken from section 7 of the Bills of Sale Act, 1854, and has been the subject of numerous decisions. The view taken by the courts may be gathered from the following cases :—

Where a *bond fide* grantee for value under a bill of sale of household furniture and effects, immediately sent a person into the house, who took and kept possession while the grantor continued to live in the house and use the furniture down to the date of his bankruptcy, it was held that the furniture and effects were in the possession or apparent possession of the bankrupt within the meaning of the Bills of Sale Act: *Ex parte Hooman, In re Vining*, L. R. 10 Eq. 63; 39 L. J. Bank. 4; 22 L. T. N. S. 179; 18 W. R. 450.

Act, 1878, In *Gough v. Everard*, 32 L. J. Ex. 210; 2 H. & C. 1,
ss. 4, 5. where goods had been sold, part of which were allowed
 by the purchaser to remain upon a private wharf occupied by the vendor, the key of which was afterwards delivered to the purchaser, who sold some of the goods, it was held, *inter alia*, that the residue of the goods remaining upon the wharf were not within this clause. Bramwell, B., construed the words "notwithstanding that formal possession thereof may have been taken by or given to any other person," to mean that the goods shall be deemed to be in the apparent possession of the vendor, so long as they are on the premises occupied by him, if nothing more has been done than the mere taking of formal possession. See also *Davies v. Jones*, 7 L. T. N. S. 130; 10 W. R. 779; *Pickard v. Marriage*, 1 Ex. D. 364; 45 L. J. Ex. 594; 35 L. T. 343; *Robinson v. Briggs*, L. R. 6 Ex. 1; 40 L. J. Ex. 17; *Ex parte Lewis, In re Henderson*, L. R. 6 Ch. 626; *Ex parte Jay, In re Blenkhorn*, L. R. 9 Ch. 697; *Ancona v. Rogers*, 1 Ex. D. 285; *Seal v. Claridge*, 7 Q. B. D. 516; 50 L. J. Q. B. 316; 44 L. T. 501; 29 W. R. 598.

Applica-
 tion of Act
 to trade
 machinery.

5. From and after the commencement of this Act trade machinery shall, for the purposes of this Act, be deemed to be personal chattels, and any mode of disposition of trade machinery by the owner thereof which would be a bill of sale as to any other personal chattels shall be deemed to be a bill of sale within the meaning of this Act.

For the purposes of this Act—

“Trade machinery” means the machinery used in or attached to any factory or workshop;

1st. Exclusive of the fixed motive-powers, such as the water-wheels and steam engines, and the steam-boilers, donkey engines, and other fixed appurtenances of the said motive-powers; and,

2nd. Exclusive of the fixed power machinery, such as the shafts, wheels, drums, and their fixed appurtenances, which transmit the action of the motive-powers to the other machinery fixed and loose; and,

3rd. Exclusive of the pipes for steam, gas, and water in the factory or workshop. Act, 1878,
ss. 5, 6.

The machinery or effects excluded by this section from the definition of trade machinery shall not be deemed to be personal chattels within the meaning of this Act.

“Factory or workshop” means any premises on which any manual labour is exercised by way of trade, or for purposes of gain, in or incidental to the following purposes or any of them; that is to say,

- (a.) In or incidental to the making any article or part of an article; or
- (b.) In or incidental to the altering, repairing, ornamenting, finishing, of any article; or
- (c.) In or incidental to the adapting for sale any article.

Under this section trade machinery (other than the fixed motive powers, the fixed power machinery, and the pipes for steam, gas, and water) is declared to come within the definition of personal chattels, and as such is capable of assignment by means of a bill of sale.

Iron rollers which have not been fixed to the machine in a rolling mill, and a weighing machine placed in the earth, but not fixed to the adjoining brickwork, will pass under a bill of sale: *Ex parte Astbury, In re Richards*, L. R. 4 Ch. 630; 38 L. J. Bank. 9; 20 L. T. N. S. 997.

6. Every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale, within the meaning of this Act, of any

Certain instruments giving powers of distress to be subject to this Act.

Act, 1878, personal chattels which may be seized or taken under
ss. 6, 7. such power of distress.

Provided, that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which the mortgagee, being in possession, shall have demised to the mortgagor as his tenant at a fair and reasonable rent.

Before this Act was passed a practice had grown up in certain parts of the country of evading the Bills of Sale Acts, 1854 and 1866, by the use of deeds of attornment. These deeds did not come within the definition of bills of sale, and consequently did not require registration. They were used, instead of bills, as security for an advance of money, and they created a fictitious rent payable to the creditor in advance with a power of distress on default. The object of this section was to bring such instruments within the rule as to registration; and, in consequence, they are now but little used.

It was held in *Ex parte Jackson, In re Bowes*, 14 Ch. D. 725; 43 L. T. 272, that though an attornment clause in a mortgage deed is a valid clause, if it constitutes a real relation of landlord and tenant between the mortgagee and the mortgagor, yet, if the rent fixed by the clause be so excessive that the Court comes to the conclusion that it was not intended to create a real rent or a real tenancy, but that the clause was a mere device to enable the mortgagee, in the event of the bankruptcy of the mortgagor, to obtain an additional security upon chattels which would otherwise have been distributed among his creditors, the clause, and any distress levied under it, even though before the commencement of the bankruptcy, will be invalid as against the trustee in the bankruptcy of the mortgagor, as being a fraud upon the bankruptcy law. See also *Ex parte Williams, In re Thompson*, 7 Ch. D. 138; 47 L. J. Bank. 26; 37 L. T. 764; 26 W. R. 274.

Fixtures
 or growing
 crops not
 to be
 deemed
 separately
 assigned

7. No fixtures or growing crops shall be deemed, under this Act, to be separately assigned or charged by reason only that they are assigned by separate words, or that power is given to sever them from the land or building to which they are affixed, or from

the land on which they grow, without otherwise taking possession of or dealing with such land or building, or land, if by the same instrument any freehold or leasehold interest in the land or building to which such fixtures are affixed, or in the land on which such crops grow, is also conveyed or assigned to the same persons or person.

Act, 1878,
s. 7.
when the
land passes
by the
same in-
strument.

The same rule of construction shall be applied to all deeds or instruments, including fixtures or growing crops, executed before the commencement of this Act and then subsisting and in force, in all questions arising under any bankruptcy, liquidation, assignment for the benefit of creditors, or execution of any process of any Court, which shall take place or be issued after the commencement of this Act.

By section 4, fixtures and growing crops when separately assigned are to be deemed personal chattels, and an assignment of them should therefore be registered.

The present section provides that they shall not be considered separately assigned if by the same instrument the land or building to which the fixtures are attached, or on which the crops grow, is conveyed to the same person. This rule of construction is retrospective, and applies to all deeds which include fixtures and growing crops, executed before the 1st January, 1879.

A mortgage of a quarry, containing a tramway, and also a steam crane cramped on to large stones and kept in position by two guys, was executed in 1878, after the passing of this Act, but before it came into operation. It was held that the tramway and crane were fixtures, and that the mortgage did not require registration either under the old or the new Act, in order to give the mortgagee the right to retain the tramway and crane as part of his security, as against a liquidation trustee: *Ex parte Moore and Robinson's Banking Co., In re Armytage*, 14 Ch. D. 379; 49 L. J. Bank. 60; 42 L. T. 443; 28 W. R. 924. In deciding this case, Bacon, V.-C., reviewed the earlier judgments, and gave the following interpretation of the present section: "No doubt the statute may be read as if it had said, whereas Lord Hatherley, when Vice-Chancellor Sir W. Page Wood, has decided in *Mather v. Fraser*, 2 Kay & J. 536; 25 L. J. Ch. 361; 2 Jur. N. S. 900, that if an instrument which conveys

Act, 1878, an interest in land conveys also machinery fixed to the
ss. 7, 8. land, such instrument does not require registration; and whereas the Court of Exchequer Chamber, speaking by the mouth of Lord Blackburn, J., in *Holland v. Hodgson*, L. R. 7 C. P. 328; 41 L. J. C. P. 146; 26 L. T. 709; 20 W. R. 990, has referred to, and entirely adopted that decision, in so doing following a decision in the Court of Queen's Bench in *Longbottom v. Berry*, 39 L. J. Q. B. 37; L. R. 5 Q. B. 123; 22 L. T. 385, to the same effect; and whereas other and contrary decisions have been arrived at by the Courts of Chancery; now to remove all doubts and difficulties, be it enacted, and so forth. And then the legislature proceeds by enactment to establish and confirm the principle which had been laid down by Vice-Chancellor Wood."

As to the way in which fixtures and growing crops are dealt with by the Act of 1882, see section 6 of that Act.

Avoidance
of un-
registered
bill of sale
in certain
cases.

8. Every bill of sale to which this Act applies shall be duly attested and shall be registered under this Act, within seven days after the making or giving thereof, and shall set forth the consideration for which such bill of sale was given, otherwise such bill of sale, as against all trustees or assignees of the estate of the person whose chattels, or any of them, are comprised in such bill of sale under the law relating to bankruptcy or liquidation, or under any assignment for the benefit of the creditors of such person, and also as against all sheriff's officers and other persons seizing any chattels comprised in such bill of sale, in the execution of any process of any Court authorizing the seizure of the chattels of the person by whom or of whose chattels such bill has been made, and also as against every person on whose behalf such process shall have been issued, shall be deemed fraudulent and void so far as regards the property in or right to the possession of any chattels comprised in such bill of sale which, at or after the time of filing the petition for bankruptcy or liquidation, or of the execution of such assignment, or of executing such process (as the case may be), and after the expiration of such seven days are

in the possession or apparent possession of the person making such bill of sale (or of any person against whom the process has issued under or in the execution of which such bill has been made or given, as the case may be). Act, 1878,
s. 8.

Under this section bills of sale which are not duly attested and registered, and which do not set forth the consideration for which they were given are void as against (1) trustees and assignees in bankruptcy or liquidation; (2) sheriffs' officers and others seizing chattels comprised therein; and (3) all persons on whose behalf process of execution shall have been issued.

The extent to which bills of sale are rendered void under this section was considered by the Court of Appeal in the case of *Ex parte Blaiberg, In re Toomer*, 23 Ch. D. 254; 52 L. J. Ch. 461; 49 L. T. N. S. 16; 31 W. R. 906, which was decided in March, 1883. The facts of the case were as follows:—On the 3rd March, 1882, T., a trader, executed a bill of sale of his furniture, stock-in-trade, and other chattels to B. by way of security for the repayment of a sum of money. The bill of sale was not registered. On the 21st March, 1882, T. signed a declaration of insolvency which was filed in the London Bankruptcy Court on the 22nd March, and on the same day a bankruptcy petition founded on that act of bankruptcy was presented against him. About an hour before the presentation of the bankruptcy petition, the sheriff acting under some writs of elegit seized the goods in the shop. Immediately afterwards a bailiff, sent by the bill of sale holder, took possession on his behalf of the goods which the sheriffs' officer had seized. On the 29th March T. was adjudicated a bankrupt. The seizure by the sheriff was admitted to be void as against the trustee in bankruptcy. B. applied to the Court for an order declaring him entitled as against the trustee, to the goods comprised in the bill of sale. The registrar refused the application on the ground that B., before possession was taken of the goods on his behalf, had notice of an act of bankruptcy committed by T. previously to the filing of the declaration of insolvency. On appeal it was held that the effect of section 8, in avoiding an unregistered bill of sale as against an execution creditor of the grantor, is to avoid it only to the extent necessary to satisfy the execution. If after the sheriff under an execution has seized the

Act, 1878, goods comprised in an unregistered bill of sale to which
s. 8. the Act of 1878 applies, the bill of sale holder takes a sufficient possession before the filing of a bankruptcy petition on which the grantor is afterwards adjudicated a bankrupt, and the execution is then avoided by virtue of the relation back of the title of the trustee in the bankruptcy, to an act of bankruptcy committed before the levy of the execution, the execution is swept away as if it had never existed, and the bill of sale holder is entitled to the goods as against the trustee. *Richards v. James*, L. R. 2 Q. B. 285; 36 L. J. Q. B. 116, was distinguished from the present case on the ground that it was a decision under section 1 of the Bills of Sale Act, 1854, which declared that an unregistered bill of sale should, as against the classes of persons referred to in the section, "be null and void to all intents and purposes whatsoever," whereas the language of section 8 of the Act of 1878 is that, under the circumstances named, a bill of sale "shall be deemed fraudulent and void," i.e. only so far as is necessary to satisfy the claims of the persons named in the section.

An unattested and unregistered bill of sale is valid as between the grantor and grantee: *Davis v. Goodman*, 5 C. P. D. 128; 49 L. J. C. P. 344; 42 L. T. 288; 28 W. R. 559.

This section is repealed by section 15 of the Act of 1882. As that Act, however, applies only to bills of sale which may be given by way of security for the payment of money, the other documents mentioned in section 4 of this Act will still be subject to the conditions of this section.

Conditional bills of sale will, by section 8 of the amending Act, require to be attested and registered, and to set forth the consideration for which they were given, otherwise they will be void. See notes to that section.

The term "liquidation," used in the above section, refers to the liquidation of a person's affairs in bankruptcy, and not to the winding-up of a company. A company issued debentures which were a first charge upon its plant and stock-in-trade. In the winding-up the official liquidator sold the plant and stock-in-trade, and claimed to be entitled to retain the proceeds as against a debenture holder, on the ground that the debentures had not been registered under the Bills of Sale Act, 1878, and that they were therefore void as

against the liquidator of the company. It was held Act, 1878, ss. 8, 9. that the Bills of Sale Act, 1878, had nothing to do with the winding-up of companies, that the debentures retained their priority, and that the debenture holder had a right to have the proceeds of the sale paid to him by the official liquidator: *Re Asphaltic Wood Pavement Co., Limited*, 49 L. T. N. S. 159; W. N. August 4th, 1883, p. 152.

9. Where a subsequent bill of sale is executed within or on the expiration of seven days after the execution of a prior unregistered bill of sale, and comprises all or any part of the personal chattels comprised in such prior bill of sale, then, if such subsequent bill of sale is given as a security for the same debt as is secured by the prior bill of sale, or for any part of such debt, it shall, to the extent to which it is a security for the same debt or part thereof, and so far as respects the personal chattels or part thereof comprised in the prior bill, be absolutely void, unless it is proved to the satisfaction of the Court having cognizance of the case that the subsequent bill of sale was *bonâ fide* given for the purpose of correcting some material error in the prior bill of sale, and not for the purpose of evading this Act. Avoidance of certain duplicate bills of sale.

The object in avoiding certain duplicate bills of sale was to meet the systematic evasion of the previous Acts. Bills of sale were required under the Act of 1854 to be registered within twenty-one days, but during that interval they were valid instruments. To prevent the publicity caused by registration, duplicate bills were executed from time to time, each within twenty-one days of its predecessor, and thus the very purpose of the Act of 1854 was defeated. This section has caused an enormous increase in the number of bills of sale registered.

In *Carrard v. Meek*, 50 L. J. Q. B. 187; 43 L. T. 760; 29 W. R. 244; it was held that this section applies to bills given either before or on the seventh day after the execution of a prior unregistered bill, but not to bills executed after that day. This was obviously the intention of Parliament, as chattels comprised in bills which

Act, 1878, are not registered by the expiration of the seventh day
ss. 9, 10. would not be protected against execution creditors or the
 other classes of persons referred to in section 8.

In addition to avoiding duplicate bills of sale, this section enables a material error in an unregistered bill of sale to be corrected by the execution of a second bill of sale. This second bill must, however, be executed within or on the expiration of seven clear days after the execution of the first bill, and not afterwards. There is no provision in the Act for remedying material defects at a later date; though the register of bills of sale may be rectified in certain particulars in accordance with the provisions contained in section 14, and no limit of time is imposed.

Mode of
 registering
 bills of
 sale.

10. A bill of sale shall be attested and registered under this Act in the following manner :

- (1.) The execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting solicitor :

This sub-section is repealed by section 10 of the Act of 1882, but the repeal will only affect bills of sale given as security for the payment of money.

It has been held that the solicitor attesting a bill of sale need not be a practising solicitor: *Hill v. Kirkwood*, 42 L. T. 105; 28 W. R. 358. The attesting solicitor may act for both parties, but if acting only for the grantee, it will not invalidate the bill: *Penwarden v. Roberts*, 9 Q. B. D. 137; 51 L. J. Q. B. 312. A grantee who is also a solicitor cannot be the attesting solicitor: *Seal v. Claridge*, 7 Q. B. D. 516; 50 L. J. Q. B. 316; 44 L. T. 501; 29 W. R. 598.

Though this sub-section requires a statement in the attestation clause that before the execution of a bill of sale its effect has been explained by the attesting solicitor, it does not require that any such explanation should have in fact been given: *Ex parte National Mercantile Bank, In re Haynes*, 15 Ch. D. 42; 49 L. J. Bank. 62; 43 L. T. 36; 28 W. R. 848.

A bill of sale is not void as between grantor and grantee, even though unattested and unregistered: *Davis*

v. *Goodman*, 5 C. P. D. 128; 49 L. J. C. P. 344; 42 Act, 1878, L. T. 288; 28 W. R. 559. s. 10.

- (2.) Such bill, with every schedule or inventory thereto annexed or therein referred to, and also a true copy of such bill and of every such schedule or inventory, and of every attestation of the execution of such bill of sale, together with an affidavit of the time of such bill of sale being made or given, and of its due execution and attestation, and a description of the residence and occupation of the person making or giving the same (or in case the same is made or given by any person under or in the execution of any process, then a description of the residence and occupation of the person against whom such process issued), and of every attesting witness to such bill of sale, shall be presented to and the said copy and affidavit shall be filed with the registrar within seven clear days after the making or giving of such bill of sale, in like manner as a warrant of attorney in any personal action given by a trader is now by law required to be filed :

The mode of registering bills under this Act is set forth above. It consists in presenting to the registrar, within seven clear days of the execution of a bill of sale, the following documents :—

- (1.) The original bill of sale with every schedule or inventory annexed to it, or referred to therein;
- (2.) A true copy of the bill and schedules, and of every attestation of its execution; and
- (3.) An affidavit containing certain prescribed particulars.

The copy of the bill with its schedules and attestations, and of the affidavit, are to be filed with the registrar.

The affidavit must state the following particulars :—

- (a.) The time of such bill of sale being made or given;

Act, 1878,
s. 10.

- (b.) Its due execution and attestation;
- (c.) A description of the residence and occupation of the grantor; and
- (d.) A description of the residence and occupation of every attesting witness.

In reference to these particulars the following decisions have been given:—

(a.) The time of a bill of sale being made or given is the date of its execution by the grantor, and not the time when it was attested or when the consideration money was paid: *Darvill v. Terry*, 30 L. J. Ex. 355; 6 H. & N. 807.

(b.) The affidavit must state that the deponent was present when the bill was duly attested by the attesting solicitor. In deciding *Ford v. Kettle*, 9 Q. B. D. 139; 46 L. T. N. S. 666; 30 W. R. 741, Jessel, M. R., said: "It is not sufficient that the attestation clause should state that the solicitor did attest the execution of the deed; the Act requires an affidavit of the attestation, and here there is no affidavit that the solicitor attested the execution of the deed, or that he was present when it was executed, or anything equivalent to this." See also *Sharpe v. Birch*, 8 Q. B. D. 111; 45 L. T. N. S. 760; 30 W. R. 428.

In *Yates v. Ashcroft, Cohen, claimant*, 47 L. T. N. S. 337; 31 W. R. 136, it was held that the affidavit of an attesting witness to a bill of sale need not state in so many words that he did attest the bill of sale. It will be sufficient if this can be inferred from the affidavit.

(c.) The residence of the grantor must be described with substantial accuracy, so that no question can arise as to its identification. A slight inaccuracy will not invalidate a bill of sale, but if the misdescription be such as to mislead those who have had dealings with the grantor or who may be otherwise interested in the matter, it will be fatal. Where the proprietor of a travelling circus gave a bill of sale upon his circus property, in which he was described as of 9, Ponton Terrace, Nine Elms, Surrey, but now carrying on business at Bar Street, Southampton, and lodging at 3, Weymouth Terrace, Southampton; and the affidavit stated that the grantor "T. B. at present resides at 3, Weymouth Terrace, and carries on business at Bar Street, in the town of Southampton, and has a permanent residence at 3, Ponton Terrace, Nine Elms, in the County of Surrey,"

it was held that it was a sufficient and proper description, **Act, 1878, s. 10.** although he had not resided at Ponton Terrace for six years, but was the owner of the house, and lent it to his brother-in-law: *Cooper v. Ibberson*; *Cooper v. Warnlow*, 44 L. T. 309; 29 W. R. 566. In *Blount v. Harris*, 4 Q. B. D. 603; 48 L. J. Q. B. 159, the attesting solicitor described himself in the affidavit as of B. Street, in the City of London, and residing at G. House, Acton, in the City of London. This was held to be a sufficient description, though Acton ought to have been described as "in the County of Middlesex," and not in the City of London. The word "residence," as used in the above sub-section, has been construed as the place where the grantor carries on his business, and is chiefly to be found during the day: *Attenborough v. Thompson*, 2 H. & N. 559; 27 L. J. Ex. 23; 6 W. R. 135; also *Ex parte Brewell*, 29 W. R. 299. It will be seen that under this interpretation the word "residence" will not usually mean, in the case of a man engaged in business, the place where he sleeps, but instances may frequently occur where that address should be given. In *Phillips v. Burt*, 2 F. & F. 862, it was held that the question as to the sufficiency of the description was one for the judge, and not for the jury. See also *Ex parte McHattie*, *In re Wood*, 10 Ch. D. 398; 48 L. J. Bank. 26; 39 L. T. 373; 27 W. R. 327; *Ex parte National Mercantile Bank*, *In re Haynes*, 15 Ch. D. 42; 49 L. J. Bank. 62; 43 L. T. 36; 28 W. R. 848; *Banbury v. White*, 2 H. & C. 300; 32 L. J. Ex. 258; 8 L. T. N. S. 508; *Pickard v. Bretts*, 29 L. J. Ex. 18; 5 Jur. N. S. 1134; 5 H. & N. 9; *Jones v. Harris*, L. R. 7 Q. B. 157; 41 L. J. Q. B. 6; 25 L. T. 702; 20 W. R. 143.

The occupation of the grantor must also be accurately described in the affidavit, and this term has been interpreted as meaning the principal business of one's life, vocation, calling, trade, the business which a man follows to procure a living or obtain wealth: *Tuton v. Sanoner*, 3 H. & N. 280; 4 Jur. N. S. 365; 27 L. J. Ex. 293. If the grantor is engaged in business or holds any office, it is not sufficient to describe him as "esquire" or "gentleman." The description of a clerk in the Audit Office as "gentleman" was held to be insufficient: *Allen v. Thompson*, 1 H. & N. 15; 25 L. J. Ex. 249. An actor, who is lessee and manager of a theatre, is not sufficiently described as "esquire:" *Ex parte Hooman*, *In re Vining*,

Act, 1878,
s. 10. L. R. 10 Eq. 63; 39 L. J. Bank. 4; 22 L. T. N. S. 179; 18 W. R. 450. A grantor who had previously carried on the business of a licensed victualler, but who removed into a private house about a month before giving the bill of sale, was described as "a widow about to remove to the E. U. S. Hotel." It was held that the description of widow was sufficient, and not likely to mislead, and that the latter part of the description was unnecessary, as showing an intention only to take the hotel, which might not be carried into effect: *Ex parte Wolfe or Chapman, In re Davey*, 45 L. T. 268. An affidavit describing a grantor as "until lately a commercial traveller," when in fact he was one at the time of the execution of the bill of sale, was held to be insufficient: *Castle v. Downton*, 5 C. P. D. 56; 49 L. J. C. P. 6; 41 L. T. 528; 28 W. R. 257.

Where an affidavit described the grantor of a bill of sale as "carrying on business as a wine and spirit merchant and dealer in provisions and general goods at 4a, Dean Street, Liverpool, under the style of the London and Westminster Supply Association," when at the time of the execution of the bill of sale he was only the manager of that business; it was held to be a misdescription, and the bill of sale was declared void as against an execution creditor. It appeared from the evidence that the business had formerly belonged to the grantor: *Cooper v. Davis*, 48 L. T. N. S. 831; 31 W. R. 721. See also *Beales v. Tennant*, 29 L. J. Q. B. 188; 1 L. T. N. S. 295; *Dryden v. Hope*, 3 L. T. N. S. 280; 9 W. R. 18; *Grant v. Shaw*, L. R. 7 Q. B. 700; 41 L. J. Q. B. 305; *Sutton v. Bath*, 3 H. & N. 382; 27 L. J. Ex. 388; *Morewood v. South Yorkshire Railway*, 3 H. & N. 798; 28 L. J. Ex. 114; *Larchin v. North-Western Deposit Bank*, L. R. 10 Ex. 64; 44 L. J. Ex. 71; 33 L. T. 124.

The name of a trading company giving a bill of sale is the only description necessary: *Shears v. Jacobs*, L. R. 1 C. P. 513; 35 L. J. C. P. 241; *Deffell v. White*, L. R. 2 C. P. 144; 36 L. J. C. P. 25.

(d.) The residences and occupations of the attesting witnesses must likewise be accurately described, and the above cases are equally applicable to them.

In the recent case of *Blaiberg v. Parke*, 10 Q. B. D. 90; 52 L. J. Q. B. 110; 48 L. T. N. S. 311; 31 W. R. 246, the requirements of section 10, sub-section 2 of this Act as to the description of the residence of an

attesting witness were fully discussed. The following Act, 1878,
s. 10.
 were the facts:—A bill of sale was executed by F. on the 15th December, 1881, and was attested by a solicitor. The affidavit filed on the registration in pursuance of this Act stated, *inter alia*:—"I, Simon Abraham Kisch, of No. 3, Chancery Lane, in the City of London, make oath and say as follows:—1. The paper writing hereto annexed and marked A. is a true copy of a bill of sale, and of every schedule or inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof as made and given and executed by F. 3. I was present and saw the said F. duly execute the said bill of sale on the 15th day of December, 1881. 5. The name Simon Abraham Kisch, subscribed to the said bill of sale as that of the witness attesting the due execution thereof, is in the proper handwriting of me this deponent. 6. I am a solicitor of the Supreme Court, and reside at" It was contended at the trial that the bill of sale was void as against the defendant (an execution creditor), but Cave, J., held that the affidavit was sufficient, and a verdict was entered for the plaintiff, the grantee under the bill of sale. A rule nisi having been obtained for a new trial, on the ground of misdirection, the case came before a Divisional Court, consisting of Denman, Manisty, and North, JJ. It was held, following the principle laid down in *Routh v. Roublot*, 1 E. & E. 850; 28 L. J. Q. B. 240, that the affidavit was sufficient to satisfy the requirements of section 10, sub-section 2, in respect of the description of the residence of the attesting witness. Although Manisty and North, JJ., agreed that *Routh v. Roublot*, was an authority for discharging the rule, they differed as to the ground upon which it was applicable. The former learned judge thought that the body of the affidavit in this case sufficiently incorporated by reference the description of the residence of the attesting witness described in the introductory part, whilst the latter held that the statute is complied with when the introductory part of the affidavit contains a sufficient description of the occupation and residence of the witness. See also *Ex parte Mackenzie, In re Bent*, 42 L. J. Bank. 25; 28 L. T. N. S. 486; *Ex parte Lowenthal, In re Lowenthal*, L. R. 9 Ch. 324; 43 L. J. Bank. 132; 30 L. T. N. S. 282.

(3.) If the bill of sale is made or given subject

Act, 1878,
s. 10.

to any defeasance or condition, or declaration of trust not contained in the body thereof, such defeasance, condition or declaration shall be deemed to be part of the bill, and shall be written on the same paper or parchment therewith before the registration, and shall be truly set forth in the copy filed under this Act therewith and as part thereof, otherwise the registration shall be void.

The above is a re-enactment in substance of section 2 of the Bills of Sale Act, 1854. The object of this provision was to prevent creditors being defrauded by sham bills of sale, by which the whole interest of the grantor is apparently transferred, whereas in reality he retains some interest in the subject of the transfer. But provided the grantor retains no interest, it does not make any difference to a creditor whether the grantee under a bill holds the property for himself, or in trust for anyone else: *Robinson v. Collingwood*, 34 L. J. C. P. 18; 17 C. B. N. S. 777.

In *Ex parte Southam, In re Southam*, L. R. 17 Eq. 578; 43 L. J. Bank. 39; 30 L. T. N. S. 138; 22 W. R. 456, a bill of sale was given to secure the payment on demand of £250 and interest, with power for the grantee to take possession in default of payment on demand. The bill of sale was registered in accordance with the statute. It was proved in evidence that in addition to the registered bill of sale there was a parol agreement that the debt should be paid off by weekly instalments. The grantor having been adjudicated a bankrupt, it was held that the parol agreement amounted to a defeasance or condition within the meaning of the Bills of Sale Act, and as such ought to have been registered with the bill of sale. The omission to register it rendered the bill of sale void as against the trustee in bankruptcy. In the case of *Ex parte Popplewell, In re Storey*, 21 Ch. D. 73; 52 L. J. Ch. 39; 47 L. T. N. S. 274; 31 W. R. 335, the grantors in consideration of an advance of £242 gave a bill of sale whereby they agreed to pay to the grantee by instalments the principal sum and £100 for interest and bonus. Upon the liquidation of one of the grantors, the trustee moved to set aside the bill of sale on the ground that a verbal agree-

ment had been entered into between the grantors and the grantee, whereby the former had undertaken to pay a larger bonus than would otherwise have been required, on condition that the grantee would not register the bill of sale. The bill of sale was, in fact, registered. It was held by the Court of Appeal that the verbal agreement was not a defeasance or condition within the section, and did not form part of the consideration for the bill of sale. See also *Ex parte Odell, In re Walden*, 10 Ch. D. 76; 48 L. J. Bank. 1; 39 L. T. 333; 27 W. R. 274; *Ex parte Collins, In re Lees*, L. R. 10 Ch. 367; 44 L. J. Bank. 78; 32 L. T. 106; 23 W. R. 862. Act, 1878,
s. 10.

In case two or more bills of sale are given, comprising in whole or in part any of the same chattels, they shall have priority in the order of the date of their registration respectively as regards such chattels.

The above provision as to the priority of bills applies in all cases in which registration is necessary: *Conelly v. Steer*, 7 Q. B. D. 520; 50 L. J. Q. B. 326; 45 L. T. 402; 29 W. R. 529. In *Lyons v. Tucker*, 7 Q. B. D. 523; 50 L. J. Q. B. 661; 45 L. T. 403, chattels were assigned to the defendant by an unregistered bill of sale. The grantor afterwards gave another bill of sale, comprising the same chattels, to the plaintiff, by whom it was registered. The defendant subsequently took possession under his unregistered bill, and the plaintiff then brought an action against him for conversion. The Court of Appeal gave judgment for the plaintiff on the ground that the registered bill had priority under this section.

A transfer or assignment of a registered bill of sale need not be registered.

The Bills of Sale Acts, 1854 and 1866, contained no enactment as to the transfer or assignment of a registered bill of sale.

Under the present Act the following case has been reported:—A duly registered bill of sale was given to secure £500, with interest, part of which was subsequently paid off. A deed was afterwards entered into between the grantor and grantee and the plaintiff, whereby the security was transferred and goods assigned

Act, 1878, to the latter on his paying off the amount remaining due **ss. 10, 11.** on the bill and making a further advance to the grantor. The amount secured by this deed was £501 15s. 9d., with interest; and the rate of interest and times of payment differed from those in the bill of sale. It was held by the Queen's Bench Division that this deed was a transfer and not a new bill of sale, and need not be registered to be effectual, as to the whole amount secured by it, against an execution creditor. The Court of Appeal held that whether or not the deed was an effectual security, without registration, for the fresh advance, it was, as to the amount which remained due on the former bill of sale, a transfer and valid to that extent without registration under the Bills of Sale Act, 1878, so as to entitle the plaintiff to the goods: *Horne v. Hughes*, 6 Q. B. D. 676; 44 L. T. 678; 29 W. R. 576; affirming 50 L. J. Q. B. 403; 44 L. T. 421.

Renewal
of regis-
tration.

11. The registration of a bill of sale, whether executed before or after the commencement of this Act, must be renewed once at least every five years, and if a period of five years elapses from the registration or renewed registration of a bill of sale without a renewal or further renewal (as the case may be), the registration shall become void.

The renewal of a registration shall be effected by filing with the registrar an affidavit stating the date of the bill of sale and of the last registration thereof, and the names, residences, and occupations of the parties thereto as stated therein, and that the bill of sale is still a subsisting security.

Every such affidavit may be in the form set forth in the schedule (A.) to this Act annexed.

A renewal of registration shall not become necessary by reason only of a transfer or assignment of a bill of sale.

This section is mainly a re-enactment of sections 4 and 5 of the Bills of Sale Act, 1866 (29 & 30 Vict. c. 96), which provided expressly for the renewal of the registration of bills every five years. The affidavit of renewal given in Schedule A. is identical in terms with that attached to the Act of 1866.

The renewal of registration is equally necessary when the grantee, before the period for renewal, assigns his

interest under the bill of sale to a third person; and the assignee, if the registration is not renewed, has no title against an execution creditor: *Karet v. Kosher Meat Supply Association*, 2 Q. B. D. 361; 46 L. J. Q. B. 548; 36 L. T. 694; 25 W. R. 691. Act, 1878,
ss. 11, 12.

The affidavit made on the re-registration of a bill of sale must state the residence of the grantee as it was stated in the bill of sale, even though it was there erroneously stated. A bill of sale was executed by M. on the 25th May, 1876, in favour of W., who was therein described as of "London Road, *Boldock*, in the county of *Hereford*, spinster." This was a mistake, her real residence being at London Road, *Baldock*, in the county of *Hertford*. The bill of sale was duly registered and the registration was renewed on the 18th May, 1881. The affidavit filed on the re-registration was made by M., and it stated that "a bill of sale bearing date the 25th of May, 1876, and made between M. (giving his description as stated in the bill of sale), of the one part, and W., of London Road, *Baldock*, in the county of *Hertford*, of the other part, and which bill of sale was registered on the 26th of May, 1876, is still a subsisting security." So far as appeared from directories and similar publications, there is no such place as *Boldock*, in the county of *Hereford*. Upon these facts it was held by the Court of Appeal that section 11 of the Bills of Sale Act, 1878, had not been complied with, and that the bill of sale was void as against an execution creditor of the grantor: *Ex parte Webster, In re Morris*, 22 Ch. D. 136; 52 L. J. Ch. 375; 48 L. T. N. S. 295; 31 W. R. 111. In deciding this case, Jessel, M. R., said: "No doubt there was a clerical error in the bill of sale, and the affidavit might have stated the address given in the bill of sale, and then added that it was so stated by mistake, and that the true address was *Baldock*, in the county of *Hertford*, and in that way the Act would have been complied with."

Under section 14 a judge of the High Court may in his discretion rectify either an omission to register an affidavit of renewal, or an omission or mis-statement in any name or description contained therein which may be due to accident or inadvertance, upon such terms as he may think fit.

12. The registrar shall keep a book (in this Act called "the register") for the purposes of this Act, Form of
register.

Act, 1878, and shall, upon the filing of any bill of sale or copy
ss. 12, 13. under this Act, enter therein in the form set forth in the second schedule (B.) to this Act annexed, or in any other prescribed form, the name, residence, and occupation of the person by whom the bill was made or given (or in case the same was made or given by any person under or in the execution of process, then the name, residence, and occupation of the person against whom such process was issued, and also the name of the person or persons to whom or in whose favour the bill was given), and the other particulars shown in the said schedule or to be prescribed under this Act, and shall number all such bills registered in each year consecutively, according to the respective dates of their registration.

Upon the registration of any affidavit of renewal the like entry shall be made, with the addition of the date and number of the last previous entry relating to the same bill, and the bill of sale or copy originally filed shall be thereupon marked with the number affixed to such affidavit of renewal.

The registrar shall also keep an index of the names of the grantors of registered bills of sale with reference to entries in the register of the bills of sale given by each such grantor.

Such index shall be arranged in divisions corresponding with the letters of the alphabet, so that all grantors whose surnames begin with the same letter (and no others) shall be comprised in one division, but the arrangement within each such division need not be strictly alphabetical.

The duties imposed upon the registrar by this section are of a ministerial and not judicial character, and it is not therefore within his province to enquire into the sufficiency or otherwise of the affidavits presented to him for filing: *Needham to Johnson, Taylor to Bentley*, 8 B. & S. 190.

Additional duties are assigned to the registrar by section 11 of the Act of 1882.

The regis-
trar.

13. The masters of the Supreme Court of Judicature attached to the Queen's Bench Division of the

High Court of Justice, or such other officers as may **Act, 1878,**
 for the time being be assigned for this purpose under **ss. 13, 14.**
 the provisions of the Supreme Court of Judicature
 Acts, 1873 and 1875, shall be the registrar for the **36 & 37**
 purposes of this Act, and any one of the said masters **Vict. c. 66.**
 may perform all or any of the duties of the registrar. **38 & 39**
Vict. c. 77.

It is provided by Order LXI., rule 25, of the Rules of the Supreme Court, 1883, that—

“The Masters shall execute the office of the Registrar for the purposes of the Bills of Sale Act, 1878, and the Bills of Sale Act, 1878, Amendment Act, 1882, and any one of the Masters may perform all or any of the duties of the Registrar.”

14. Any judge of the High Court of Justice on **Rectifica-**
 being satisfied that the omission to register a bill of **tion of**
 sale or an affidavit of renewal thereof within the **register.**
 time prescribed by this Act, or the omission or mis-
 statement of the name, residence, or occupation of
 any person, was accidental or due to inadvertence,
 may in his discretion order such omission or mis-
 statement to be rectified by the insertion in the
 register of the true name, residence, or occupation,
 or by extending the time for such registration on
 such terms and conditions (if any) as to security,
 notice by advertisement or otherwise, or as to any
 other matter, as he thinks fit to direct.

The discretionary power given to a judge of the High Court by this section is, it will be observed, only to be exercised on being satisfied that the omission to register a bill of sale or an affidavit of renewal within the specified time, or the omission or mis-statement of the name, residence, or occupation of any person was accidental or due to inadvertence.

A bill of sale which was void for want of renewal of registration at the commencement of the Bills of Sale Act, 1878, cannot be renewed under section 14 of that Act. In *Askew v. Lewis*, 10 Q. B. D. 477; 48 L. T. N. S. 534; 31 W. R. 567, the plaintiffs were trustees of a settlement made in 1869, which was registered under the Bills of Sale Act, 1866, but not renewed within five years, as required by section 4 of that Act. The plaintiffs,

Act, 1878, after the passing of the Bills of Sale Act, 1878, obtained ss. 14, 15. an order under section 14 for an extension of the time for renewal of registration, and they then re-registered the bill of sale. Some of the goods comprised in the bill were subsequently seized by the sheriff on behalf of the defendant as execution creditor, and an interpleader issue was tried as to the right to the goods. In giving judgment Cave, J., said :—"There is certainly no express mention [in section 14] of bills of sale executed before the commencement of the Act, and the words 'the omission to register a bill of sale or an affidavit of renewal thereof within the time prescribed by this Act,' certainly point to bills of sale which are either executed after the passing of the Act or which, if they were executed before, do not require to be renewed until after. Not finding any express mention in this section of a bill of sale which has been executed before the commencement of the Act, and which should have been, but has not been, re-registered before that time, I conclude that section 14 does not apply to such a case as the present. It follows, if I am right, that as this bill of sale was void before the commencement of the Act of 1878, and could not be re-registered under that Act, my judgment must be in favour of the execution creditor."

It is submitted that as the object of this section is merely to cure accidental omissions from, or mistakes in the register, it cannot be extended to remedy defects which may appear in the bill of sale itself, as for instance, an error in the statement of the consideration. The only mode of remedying a material error in the bill of sale seems to be that given in section 9, and that can only be exercised within the time and under the conditions therein named.

Under the Bills of Sale Act, 1854, there was no provision for the rectification of the register, and in an Irish case, *Re O'Brien*, 10 Ir. Rep. C. L. App. XXXIII., it was held that when the residence and occupation of a grantor had been omitted from the bill of sale and affidavit, the best course to adopt was to file a new bill of sale and affidavit with an endorsement stating the error in the former bill, and that the second bill was given for the purpose of curing the irregularity in the first bill and affidavit.

Entry of
satisfac-
tion.

15. Subject to and in accordance with any rules to be made under and for the purposes of this Act, the

registrar may order a memorandum of satisfaction to be written upon any registered copy of a bill of sale, upon the prescribed evidence being given that the debt (if any) for which such bill of sale was made or given has been satisfied or discharged. Act, 1878,
ss. 15, 16.

The practice as to entering satisfaction upon a registered bill of sale is as follows :—

A memorandum of satisfaction may be ordered to be written upon a registered copy of a bill of sale on a consent to the satisfaction, signed by the person entitled to the benefit of the bill of sale, and verified by affidavit, being produced to the registrar, and filed in the central office. Where this consent cannot be obtained, the registrar may, on application by summons, and on hearing the person entitled to the benefit of the bill of sale, or on affidavit of service of the summons on that person, and in either case on proof to the satisfaction of the registrar that the debt (if any) for which the bill of sale was made has been satisfied or discharged, order a memorandum of satisfaction to be written upon a registered copy thereof. *Order LXI., rr. 26, 27, of the Rules of the Supreme Court, 1883.*

The form of summons to be used when consent cannot be obtained will be found in the Appendix.

16. Any person shall be entitled to have an office copy or extract of any registered bill of sale, and affidavit of execution filed therewith, or copy thereof, and of any affidavit filed therewith, if any, or registered affidavit of renewal, upon paying for the same at the like rate as for office copies of judgments of the High Court of Justice, and any copy of a registered bill of sale, and affidavit purporting to be an office copy thereof, shall in all courts, and before all arbitrators or other persons, be admitted as *prima facie* evidence thereof, and of the fact and date of registration as shown thereon. Any person shall be entitled at all reasonable times to search the register and every registered bill of sale, upon payment of one shilling for every copy of a bill of sale inspected; such payment shall be made by a judicature stamp. Copies
may be
taken, &c.

Under this section the proof of the registration of bills

Act, 1878, of sale has been greatly facilitated. As to the law under ss. 16—18. the previous Acts it was held that a certificate under the seal of the Queen's Bench Division to the effect that an affidavit and copy of bill of sale were filed as required by 17 & 18 Vict. c. 36, s. 1, does not relieve the party relying upon such bill of sale from the necessity of producing the copy filed, so as to show that it is in the same terms as that proved to have been executed: *Emmott v. Marchant*, L. R. 3 Q. B. D. 555; 38 L. T. 508; *Halkett v. Emmott*, 47 L. J. Q. B. 436; 26 W. R. 632.

The latter part of this section, providing that any person shall be entitled to search the register and every registered bill of sale upon payment of one shilling for every copy of a bill of sale inspected, has been repealed by section 16 of the Act of 1882, and re-enacted in another form. *See the notes to that section.*

Affidavits. **17.** Every affidavit required by or for the purposes of this Act may be sworn before a master of any division of the High Court of Justice, or before any commissioner empowered to take affidavits in the Supreme Court of Judicature.

Whoever wilfully makes or uses any false affidavit for the purposes of this Act shall be deemed guilty of wilful and corrupt perjury.

The Rules of the Supreme Court in respect to affidavits will be found in the Appendix.

Under the Bills of Sale Act, 1854, it was held in *Reg. v. Hodgkiss*, L. R. 1 C. C. R. 212; 39 L. J. M. C. 14; 18 W. R. 150, that the making of a false statement in the affidavit was a misdemeanor at common law. Under this section it is to be deemed perjury, and every one who commits this offence is liable upon conviction to penal servitude or imprisonment with or without hard labour for a term not exceeding seven years.

Fees.

18. There shall be paid and received in common law stamps the following fees, viz. :

On filing a bill of sale	2s.
On filing the affidavit of execution of a bill of sale	2s.
On the affidavit used for the purpose of re-	

registering a bill of sale (to include the fee for filing) 5s. Act, 1878,
ss. 18, 19.

The fees prescribed by an order of the Supreme Court, dated August, 1880, were repealed as from the 1st January, 1883, and the following fees were substituted by an order issued in December, 1882. These fees are charged when the search is made by an officer of the Bills of Sale Registry:—

SEARCHES AND INSPECTIONS.

For an official certificate of the result of a search in one name in any register or index under the custody of the Clerk of Enrolments, the Registrar of Bills of Sale, the Registrar of Certificates of Acknowledgments of Deeds by Married Women, or the Registrar of Judgments, if not more than five folios	5	0
For every additional folio	0	6
For every additional name, if included in the same certificate	2	0
For an office copy of the certificate of search, if not more than three folios	1	0
For every additional folio	0	6
For a continuation search if made within one calendar month of date of official certificate (the result to be endorsed on such certificate).	1	0

19. Section twenty-six of the Supreme Court of Judicature Act, 1875, and any enactments for the time being in force amending or substituted for that section, shall apply to fees under this Act, and an order under that section may, if need be, be made in relation to such fees accordingly. Collection of fees under 38 & 39 Vict. c. 77, s. 26.

The following is the section of the Judicature Act, 1875, above referred to:—

26. The Lord Chancellor, with the advice and consent of the judges of the Supreme Court, or any three of them, and with the concurrence of the Treasury, may, either before or after the commencement of this Act, by order, fix the fees and percentages (including the percentage on the estates of lunatics) to be taken in the High Court of Justice, or in the Court of Appeal, or in any Court created by any commission, or in any office Fixing and collection of fees in the High Court and Court of Appeal.

Act, 1878, which is connected with those Courts, or in which any
s. 19. business connected with any of those Courts is conducted,
or by any officer paid wholly or partly out of public
moneys who is attached to any of those Courts or the
Supreme Court, or any judge of those Courts, including
the masters and other officers in lunacy, and may from
time to time by order increase, reduce or abolish, all or
any of such fees and percentages, and appoint new fees
and percentages to be taken in the said Courts or offices,
or any of them, or by any such officer as aforesaid.

Any order made in pursuance of this section shall be
binding on all the Courts, offices, and officers to which
it refers in the same manner as if it had been enacted by
Parliament.

All such fees and percentages shall (save as otherwise
directed by the order) be paid into the receipt of Her
Majesty's Exchequer, and be carried to the Consolidated
Fund, and with respect thereto, the following rules shall
be observed :—

- (1.) The fees and percentages shall, except so far as
the order may otherwise direct, be taken by
stamps, and if not taken by stamps, shall be
taken, applied, accounted for, and paid over in
such manner as may be directed by the order.
- (2.) Such stamps shall be impressed or adhesive, as
the Treasury from time to time direct.
- (3.) The Treasury, with the concurrence of the
Lord Chancellor, may from time to time make
such rules as may seem fit for publishing the
amount of fees, and regulating the use of such
stamps, and particularly for prescribing the
application thereof to documents from time to
time in use or required to be used for the pur-
poses of such stamps, and for insuring the
proper cancellation of stamps, and for keeping
accounts of such stamps.
- (4.) Any document which ought to bear a stamp in
pursuance of this Act, or any rule or order made
thereunder, shall not be received, filed, used, or
admitted in evidence unless and until it is
properly stamped, within the time prescribed
by the rules under this section regulating the
use of stamps, but if any such document is,
through mistake or inadvertence, received, filed,
or used without being properly stamped, the

Lord Chancellor or the Court may, if he or it **Act, 1878,** shall think fit, order that the same be stamped **ss. 19, 20.** as in such order may be directed.

- (5.) The Commissioners of Inland Revenue shall keep such separate accounts of all money received in respect of stamps under this Act, as the Treasury may from time to time direct, and subject to the deduction of any expenses incurred by those Commissioners in the execution of this section, the money so received shall, under the direction of the Treasury, be carried to and form part of the Consolidated Fund.
- (6.) Any person who forges or counterfeits any such stamp, or uses any such stamp, knowing the same to be forged or counterfeit, or to have been previously cancelled or used, shall be guilty of forgery, and be liable on conviction to penal servitude for a term not exceeding seven years, or to imprisonment with or without hard labour for a term not exceeding two years.

An order under this section may abolish any existing fees or percentages which may be taken in the said Courts or offices, or any of them, or by the said officers or any of them, but, subject to the provisions of any order made in pursuance of this section, the existing fees and percentages shall continue to be taken, applied, and accounted for in the existing manner.

20. Chattels comprised in a bill of sale which has been and continues to be duly registered under this Act shall not be deemed to be in the possession, order, or disposition of the grantor of the bill of sale within the meaning of the Bankruptcy Act, 1869.

Order and disposition.

32 & 33
Vict. c. 71.

The effect of this section was to make a registered bill of sale good as against a trustee in bankruptcy, in respect of chattels comprised therein which at the time of the bankruptcy of the grantor were in his possession, order, or disposition as reputed owner, by the consent and permission of the true owner. It had previously been held in *Badger v. Shaw*, 29 L. J. Q. B. 73; 2 El. & El. 472; that the registration of a bill of sale did not prevent goods remaining in the possession of the grantor at the time of his bankruptcy being claimed by the trustee.

Act, 1878, See also *Stansfield v. Cubitt*, 2 De G. & J. 222; 4 Jur. ss. 20—23. N. S. 395; 31 L. T. 3.

This section is repealed so far as regards bills of sale executed on or after the 1st November, 1882, and given by way of security for the payment of money. The effect of this repeal is to revive in the case of the above bills the provisions of the Bankruptcy Act as to chattels in the order and disposition of a bankrupt. The Bankruptcy Act, 1869, has since been repealed and superseded by the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52).

Bills of sale *not* given by way of security for the payment of money will have the benefit of this section so long as they continue to be registered, and consequently the chattels they comprise will not be deemed to be in the possession, order, or disposition of the grantor within the meaning of the Bankruptcy Act.

See notes to section 15 of the Act of 1882.

Rules.

21. Rules for the purposes of this Act may be made and altered from time to time by the like persons and in the like manner in which rules and regulations may be made under and for the purposes of the Supreme Court of Judicature Acts, 1873 and 1875.

36 & 37
Vict. c. 66.
38 & 39
Vict. c. 77.

The Rules of the Supreme Court, 1883, comprise several Rules relating to this Act. They will be found in the Appendix.

**Time for
registra-
tion.**

22. When the time for registering a bill of sale expires on a Sunday, or other day on which the registrar's office is closed, the registration shall be valid if made on the next following day on which the office is open.

**Repeal of
Acts.**

17 & 18
Vict. c. 36.
29 & 30
Vict. c. 96.

23. From and after the commencement of this Act, the Bills of Sale Act, 1854, and the Bills of Sale Act, 1866, shall be repealed: Provided that (except as is herein expressly mentioned with respect to construction and with respect to renewal of registration) nothing in this Act shall affect any bill of sale executed before the commencement of this Act, and as regards bills of sale so executed the Acts hereby repealed shall continue in force.

Any renewal after the commencement of this Act ^{Act, 1878,} of the registration of a bill of sale executed before ^{ss. 23, 24.} the commencement of this Act, and registered under the Acts hereby repealed, shall be made under this Act in the same manner as the renewal of a registration made under this Act.

It was held in *Askew v. Lewis*, 10 Q. B. D. 477; 48 L. T. N. S. 534; 31 W. R. 567, that a bill of sale registered under the Bills of Sale Act, 1866, but not renewed within five years as required by that Act, cannot be renewed under the Bills of Sale Act, 1878. See note to section 14.

For convenience of reference, the Bills of Sale Acts, 1854 and 1866, are reprinted in the Appendix.

24. This Act shall not extend to Scotland or to ^{Extent of} Ireland. ^{Act.}

There are no bills of sale in Scotland, and an owner of personal property can only give a security over it by transferring the possession to the lender.

In 1879 an Act was passed called the Bills of Sale (Ireland) Act, 1879 (42 & 43 Vict. c. 50), the provisions of which are almost identical in terms with those of this Act.

SCHEDULES.

Schedule A.

SCHEDULE A.

Section 11.

I [*A. B.*] of do swear that a bill of sale, bearing date the day of 18 [*insert the date of the bill*], and made between [*insert the names and descriptions of the parties in the original bill of sale*], and which said bill of sale [*or, and a copy of which said bill of sale, as the case may be*] was registered on the day of 18 [*insert date of registration*], is still a subsisting security.

Sworn, &c.

SCHEDULE B.

Satisfaction entered.	No.	By whom given (or against whom process issued).			To whom given.	Nature of instrument.	Date.	Date of registration.	Date of registration of affidavit of renewal.
		Name.	Residence.	Occupation.					

BILLS OF SALE ACT, 1882.



45 & 46 VICT. c. 43.

An Act to amend the Bills of Sale Act, 1878.

[18th August, 1882.]

Act, 1882,
ss. 1—3.

WHEREAS it is expedient to amend the Bills of Sale Act, 1878: 41 & 42
Vict. c. 31.

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. This Act may be cited for all purposes as the *Short title.*
Bills of Sale Act (1878) Amendment Act, 1882;
and this Act and the Bills of Sale Act, 1878, may
be cited together as the Bills of Sale Acts, 1878 and
1882.

2. This Act shall come into operation on the first *Com-*
day of November one thousand eight hundred and *mence-*
eighty-two, which date is hereinafter referred to as *ment of*
the commencement of this Act. *Act.*

3. The Bills of Sale Act, 1878, is hereinafter re- *Construc-*
ferred to as "the principal Act," and this Act shall, *tion of*
so far as is consistent with the tenor thereof, be con- *Act.*
strued as one with the principal Act; but unless the *41 & 42*
context otherwise requires shall not apply to any *Vict. c. 31.*
bill of sale duly registered before the commencement
of this Act so long as the registration thereof is not
avoided by non-renewal or otherwise.

Several cases have been before the Courts as to the interpretation to be placed upon this section, and as to how far the Act is to be regarded as having a retrospective operation. In *Swire v. Cookson*, 48 L. T. N. S. 877, it was held by Cave, J., that this section was not retrospective so as to render void a bill of sale given in May, 1873. The following were the facts in that case:—On the 10th May, 1873, S. V. executed a bill of sale in favour of S., the plaintiff. S. failed to renew the

Act, 1882, registration within five years. The goods remained in the ostensible possession of the grantor. On the 11th January, 1883, S. put an execution into the house of S. V., and left a man in possession until the 19th January, on which day S. agreed to sell, and did sell, the goods and chattels to C. V., a son of S. V., the original grantor, for £250. S. V. continued to live in the same house, and the goods remained in his apparent possession and control. On the same day C. V. executed a bill of sale of the said goods to S. for £250. The defendant in the action issued a writ on the 11th January, 1883, against S. V., and obtained judgment under Ord. XIV. r. 1. Upon the execution of this judgment the defendant was met with the claim of S., that the goods assigned by the bill of sale of the 19th January, 1883, were his property. An interpleader issue was ordered to be tried, and at the trial the jury found for the plaintiff. The points of law were, however, reserved by the learned judge for further consideration, and he eventually held (1) that sections 3 and 8 of the Act of 1882 were not retrospective so as to avoid as against the execution creditor the bill of sale of May, 1873; (2) that, as the goods seized by the execution creditor were in the apparent possession of the execution debtor, the bill of sale of January, 1883 (purporting to assign them to the plaintiff), was void as against the execution creditor, and that the plaintiff could only rely on the bill of sale of 1873, which was also void as against the execution creditor for want of renewal of registration. The purchaser from the plaintiff under the first bill of sale acquired no title or interest in the goods by reason of his purchase, and consequently passed none by his bill of sale of them to the plaintiff. Judgment was accordingly entered for the defendant.

See also *Ex parte Izard, In re Chapple*, 23 Ch. D. 409; 52 L. J. Ch. 802; 49 L. T. N. S. 230, in which it was held that the effect of this section is to exclude from the operation of section 15 of this Act any bill of sale which was registered before the Act came into operation, so long as the registration is not avoided.

The expression "bill of sale," and other expressions in this Act, have the same meaning as in the principal Act, except as to bills of sale or other documents mentioned in section four of the principal Act, which may be given otherwise than by way of security for the payment of money, to which last-

mentioned bills of sale and other documents this Act, 1882, shall not apply. s. 3.

It will be observed that, although this Act is to be construed as one with the Bills of Sale Act, 1878, certain important qualifications are added :—

- (1.) Unless the context otherwise requires, it is not to apply to any bill of sale duly registered before the 1st November, 1882, so long as the registration thereof is not avoided by non-renewal or otherwise.
- (2.) It is not to apply to bills of sale or other documents which may be given otherwise than by way of security for the payment of money.

Bills of sale registered under the Bills of Sale Act, 1878, will continue to be governed by that Act alone so long as the registration is not avoided. Should, however, the registration be avoided by non-renewal or otherwise, they would then come under the operation of the new Act; and as unregistered bills they would be void against all parties, including the grantor. Under the Act of 1878, an unregistered bill was valid as between grantor and grantee, but under the present Act an unregistered bill executed since the 1st November, 1882, is absolutely void.

By section 13, chattels comprised in a bill of sale registered *before* or after the 1st November, 1882, which are seized after that date, must not be removed or sold until after the expiration of five clear days from the day on which they were seized.

As the application of this Act is expressly restricted to bills of sale given as security for the payment of money, it leaves the other documents specified in the interpretation section (4) of the Act of 1878 precisely in the same category as if this Act had not passed.

This point was expressly decided in *Swift v. Pannell*, 24 Ch. D. 210; 48 L. T. N. S. 351, where by a bill of sale given in December, 1882, the chattels were granted to the defendant by way of absolute transfer. The grantor subsequently became bankrupt, and the trustee in bankruptcy instituted the action to restrain the grantee from selling the chattels, on the ground that they were in the order and disposition of the bankrupt. In deciding this case, Fry, J., after reading sections 3 and 15 of this Act, said :—"It is plain that no enactment in the principal Act, which relates to absolute bills of sale, can be inconsistent with this Act, because this Act relates

Act, 1882,
ss. 3, 4. only to bills of sale by way of security, but no doubt the words [in section 15] are 'the eighth and twentieth sections of the principal Act shall be repealed,' and that would be a plain repeal but for the words of the third section, which appear to me to confine the whole operation of the Act to bills of sale by way of security. . . . In putting the construction which I have just expressed on the Act, it appears to me that I am following the very words of the Act." In the still more recent case, *Ex parte Izard, In re Chapple*, 23 Ch. D. 409; 52 L. J. Ch. 802; 49 L. T. N. S. 230, the same learned judge (Fry, L. J.) sitting in the Court of Appeal, said:—"It must be borne in mind that the Act of 1882 was not intended to be a code regulating all bills of sale. A large class of bills of sale is excepted from its operation. All absolute bills are excepted, &c."

Bill of sale
to have
schedule
of property
attached
thereto.

4. Every bill of sale shall have annexed thereto or written thereon a schedule containing an inventory of the personal chattels comprised in the bill of sale; and such bill of sale, save as hereinafter mentioned, shall have effect only in respect of the personal chattels specifically described in the said schedule; and shall be void, except as against the grantor, in respect of any personal chattels not so specifically described.

It has hitherto been usual to annex to bills of sale a schedule or inventory of the chattels assigned, though in many cases general words only have been used, as *ex. gr.* stock-in-trade, furniture, fixtures, &c. It will now be necessary in every case to specifically describe in the schedule all the chattels to be conveyed, because (subject to certain exceptions as to fixtures and growing crops) the bill of sale will have effect only in respect of these, and, except as against the grantor, will be otherwise void.

A grantor may continue his trading operations under the implied authority to sell the goods in the ordinary way of business, which has been held to be incident to bills of sale in which the grantor is left in possession of the chattels assigned.

In the case of the *National Mercantile Bank v. Hampson*, 5 Q. B. D. 177; 49 L. J. Q. B. 480; 28 W. R. 424; the plaintiffs alleged that they were the holders of a registered bill of sale of the growing crops, goods, chattels and effects which then were or thereafter should be on the farm and premises of S., a farmer, and that

the defendant had wrongfully deprived them of the use and possession of twelve quarters of wheat comprised in the bill of sale. The defence was that the plaintiffs had allowed S. to have the possession of the wheat, and to hold himself out as the owner. The defendant further pleaded that he had purchased the wheat in the ordinary course of business, and without notice of the bill of sale. It was held that the defence was good, for the bill of sale by implication conferred a license on the grantor to carry on his business and dispose of the goods so as to give a valid title to purchasers. Act, 1882,
ss. 4, 5.

The sale of goods comprised in a bill of sale in any manner other than the ordinary course of business would amount to a wrongful conversion, and an action would lie at the instance of the grantee against both the grantor and the purchaser. See *Taylor v. McKeand*, 5 O. P. D. 358; 49 L. J. C. P. 563; 42 L. T. 833; 28 W. R. 628; and *Cochrane v. Rymill*, 40 L. T. 744; 27 W. R. 776.

5. Save as hereinafter mentioned, a bill of sale shall be void, except as against the grantor, in respect of any personal chattels specifically described in the schedule thereto of which the grantor was not the true owner at the time of the execution of the bill of sale. Bill of
not to
affect
after-
acquired
property.

By this section a bill of sale will be void as against third parties in respect to personal chattels which are specifically described in the schedule, unless the grantor was the true owner of such chattels at the time when he executed the bill of sale. This imposes a second condition to the validity of a bill.

The expression "true owner" is one that has long been in use in the various statutes relating to bankruptcy, and was defined by Sir J. Leach in *Ex parte Dale*, Buck, 366, as the person who has the legal right to the possession and the power of dealing with the property. Mortgagees and trustees of chattels have been deemed to be true owners within the meaning of the bankruptcy law: *Ryall v. Rolle*, 1 Atk. 165; *Fraser v. The Swansea Canal Company*, 1 Ad. & El. 354.

The object of this section is to prevent the assignment by bills of sale of after-acquired property. Most of the common forms in general use contain a clause providing that any chattels which may at any time thereafter during the subsistence of the security be brought upon

Act, 1882, the premises of the grantor, whether in substitution for or addition to the chattels described in the schedule, shall be subject to the powers, licences, and covenants of the bill of sale. Many abuses have arisen in consequence of the power of seizure granted by provisions of this kind, and grantees have not unfrequently been repaid the principal sum advanced and interest out of property belonging not to the grantor but to third parties. The opinions of the County Court judges and registrars in favour of restricting a grantor from assigning goods which do not belong to him, and which may not even be in existence at the time, were abundantly confirmed by the evidence given before the Select Committee of the House of Commons in 1881.

In view of the importance of this subject, it may be well to briefly note the development of the doctrine by which after-acquired property has hitherto passed under bills of sale. At common law a man cannot grant property of which he is neither actually nor potentially the owner; or as Lord Bacon expressed it: "the law doth not allow of grants, except there be a foundation of an interest in the grantor; for the law will not accept of grants of titles or things in action, which are imperfect interests, much less will it allow a man to grant or incumber that which is no interest at all, but merely future." This view was sustained by the common law judges in a number of old cases. In equity, however, a different rule prevailed, and it was held that future property might be assigned. The leading case upon the subject is that of *Holroyd v. Marshall*, 10 H. L. Ca. 191; 33 L. J. Ch. 193. In moving the judgment of the House of Lords in that case, Lord Westbury, C., said: "A contract for valuable consideration, by which it is agreed to make a present transfer of property, passes at once the beneficial interest, provided the contract is one of which a Court of Equity will decree specific performance. In the language of Lord Hardwicke, the vendor becomes a trustee for the vendee, subject of course to the contract being one to be specifically performed. And this is true, not only of contracts relating to real estate, but also of contracts relating to personal property, provided that the latter are such as a Court of Equity would direct to be specifically performed It is quite true that a deed which professes to convey property which is not in existence at the time is, as a conveyance, void at law, simply because there is nothing to convey. So, in equity, a contract which engages to transfer property which is

not in existence cannot operate as an immediate alienation, merely because there is nothing to transfer. But if a vendor or mortgagor agrees to sell or mortgage property, real or personal, of which he is not possessed at the time, and he receives the consideration for the contract, and afterwards becomes possessed of property answering the description in the contract, there is no doubt that a Court of Equity would compel him to perform the contract, and that the contract would, in equity, transfer the beneficial interest to the mortgagee or purchaser immediately on the property being acquired. This, of course, assumes that the supposed contract is one of that class of which a Court of Equity would decree the specific performance. If it be so, then, immediately on the acquisition of the property described, the vendor or mortgagor would hold it in trust for the purchaser or mortgagee, according to the terms of the contract. For if a contract be in other respects good and fit to be performed, and the consideration has been received, incapacity to perform it at the time of its execution will be no answer when the means of doing so are afterwards obtained." The rule laid down in this decision has been followed in all subsequent cases concerning after-acquired property. In a recent case, *Lazarus v. Andrade*, 5 C. P. D. 318; 49 L. J. C. P. 847; 43 L. T. 30; 29 W. R. 15, the grantor assigned all "the stock-in-trade, goods, chattels, and effects contained in the schedule to the deed, and also the stock-in-trade, goods, chattels, and effects which might at any time during the continuance of the security be brought into the aforesaid messuage or dwelling-house, warehouse, and premises, or be appropriated to the use thereof, either in addition to or in substitution for stock-in-trade, goods, chattels, and effects then being therein, or any of them." It was held by Lopes, J., that the assignment was sufficient to pass the property in stock-in-trade afterwards brought into the premises in addition to, or in substitution for, that previously there. See also *Chidell v. Galsworthy*, 6 C. B. N. S. 471; *Belding v. Read*, 3 H. & C. 955; 34 L. J. Ex. 212. The latter case was distinguished, and *Lazarus v. Andrade* was followed in *Clements v. Mathews*, 47 L. T. N. S. 251, where by bill of sale the grantor assigned to the grantee, *inter alia*, the growing crops then in and about certain specified premises, known as High House Farm, and also the growing crops which at any time thereafter should be in or about the same, or any other

Act, 1882,
s. 5.

Act, 1882,
ss. 5, 6. premises of the grantor during the continuance of the security. It was there held by Lopes, J., that the assignment was sufficient to pass the property in the future growing crops on their coming into existence, and to entitle the grantee to maintain an action at law for their recovery, or for damages for their conversion. The decision in this case was subsequently reversed by the Court of Appeal (Brett, M.R., and Cotton and Bowen, L.JJ.) who held that the defendant was entitled to judgment, notwithstanding that the description of the growing crops was sufficiently identified as regards those on the High House Farm to entitle the plaintiff to specific performance as against the grantor: *Clements v. Mathews*, 11 Q. B. D. 808; 52 L. J. Q. B. 772.

An assignment of chattels, with a power or licence to seize after-acquired property, will not constitute an assignment of the latter: *Reeve v. Whitmore*, *Martin v. Whitmore*, 4 De G. J. & S. 1; 33 L. J. Ch. 63.

Exception
as to
certain
things.

6. Nothing contained in the foregoing sections of this Act shall render a bill of sale void in respect of any of the following things; (that is to say),

- (1.) Any growing crops separately assigned or charged where such crops were actually growing at the time when the bill of sale was executed.
- (2.) Any fixtures separately assigned or charged, and any plant, or trade machinery where such fixtures, plant, or trade machinery are used in, attached to, or brought upon any land, farm, factory, workshop, shop, house, warehouse, or other place in substitution for any of the like fixtures, plant, or trade machinery specifically described in the schedule to such bill of sale.

The exclusion of after-acquired property from the operation of a bill of sale is subject to the modifications above stated.

(1.) As to growing crops. Though at the time when a bill of sale is given, the grantor may not actually possess the crops assigned, yet as soon as the seed is in the ground there is a potential property in the crops which can be assigned.

(2.) Fixtures, plant, and trade machinery will pass

under a bill of sale if brought upon the premises of the grantor in substitution for any of the like fixtures, plant, or trade machinery which has been specifically described in the schedule to a bill of sale. This is intended to meet the case of new machinery, plant or fixtures being required to replace similar chattels.

Act, 1882,
ss. 6, 7.

7. Personal chattels assigned under a bill of sale shall not be liable to be seized or taken possession of by the grantee for any other than the following causes :—

Bill of sale
with
power to
seize,
except in
certain
events, to
be void (a).

- (1.) If the grantor shall make default in payment of the sum or sums of money thereby secured at the time therein provided for payment, or in the performance of any covenant or agreement contained in the bill of sale and necessary for maintaining the security ;
- (2.) If the grantor shall become a bankrupt, or suffer the said goods or any of them to be distrained for rent, rates, or taxes ;
- (3.) If the grantor shall fraudulently either remove or suffer the said goods, or any of them, to be removed from the premises ;
- (4.) If the grantor shall not, without reasonable excuse, upon demand in writing by the grantee, produce to him his last receipts for rent, rates, and taxes ;
- (5.) If execution shall have been levied against the goods of the grantor under any judgment at law ;

The purpose of this section is to limit the power of the grantee to seize the chattels assigned. In many bills of sale the grantee reserves the right to enter and seize at any time, whilst in others, where the power is not so wide, some twenty or more causes are specified (some of a very trifling description), default in the performance of any one of which will entitle the grantee to seize and sell the goods. Some of these forms of money-lending bills of sale were laid before the two

(a) This marginal note has been rendered inaccurate by amendments introduced in the section during the progress of the Bill through Parliament.

Act, 1882, Select Committees which considered this bill. Important
s. 7. evidence was also received by them as to the hardships inflicted on borrowers by the exercise of some of the arbitrary powers contained in these instruments. Persons who are in immediate need of an advance of money are not usually in a position to contest the terms contained in the deed they are called upon to execute, and Parliament has therefore prescribed the various causes which will justify the seizure of the grantor's goods. It will be observed that, under sub-section (1), the specified causes of seizure may be increased by the grantor's default in the performance of any covenant or agreement contained in the bill of sale, and necessary for maintaining the security. These words, inserted by the Select Committee of the House of Lords, were a subject for judicial consideration very soon after the Act came into operation. The obvious intention of Parliament was to restrict, as far as could reasonably be done, the grantee's power of seizure, and in construing the words "necessary for maintaining the security" the Courts have given effect to this intention.

The provisions of this section apply to goods seized after the date of the commencement of the Act (1st November, 1882), under a bill of sale given by way of security for the payment of money executed and registered before such date.

Where the grantor of a bill of sale did not upon demand in writing by the grantee produce a receipt for rent which had only become due a few days, and of which the landlord had not yet required payment, it was held that the grantor had not "without reasonable excuse" failed to produce his last receipt for rent within the meaning of sub-section (4) of this section: *Ex parte Cotton*, 11 Q. B. D. 301; 49 L. T. N. S. 52.

See the facts of this case set out in the notes following the proviso to this section.

In *Duff v. Valentine; Fenner, claimant*, W. N. 22nd December, 1883, p. 225; Law Times, same date, p. 130, the bill of sale contained a provision that the mortgagor should keep the chattels thereby assigned insured against fire, and also that if the mortgagor should not without reasonable excuse upon demand in writing by the mortgagee produce to him the last receipts for rent, rates and taxes, or the policy of insurance, it should be lawful for the mortgagee to enter and seize the chattels assigned. The bill of sale concluded with the following proviso:—"Provided always that the

chattels hereby assigned shall not be liable to seizure or to be taken possession of by the said mortgagee for any causes other than those specified in sect. 7 of the Bills of Sale Act Amendment Act, 1882." Field, J., held that the bill of sale was good on the ground that the creditor ought to have the power to see that the property is properly protected. He added:—"There might have been some difficulty in supporting this bill of sale but for the proviso at the end of it. I think, however, that that proviso gets rid of any such difficulty."

Act, 1882,
s. 7.

Provided that the grantor may within five days from the seizure or taking possession of any chattels on account of any of the above-mentioned causes, apply to the High Court, or to a judge thereof in chambers, and such Court or judge, if satisfied that by payment of money or otherwise the said cause of seizure no longer exists, may restrain the grantee from removing or selling the said chattels, or may make such other order as may seem just.

The seizure by the grantee is not to be followed, as hitherto, by an immediate removal and sale of the goods, for by section 13 it is provided that the chattels seized are to remain upon the premises for five clear days. This delay will enable the grantor to take counsel with his friends, and if by the payment of money or otherwise he can remedy the default, he may then make an application to the Court or to a judge in chambers, and, upon satisfying the Court or judge that the cause of seizure no longer exists, the grantee may be restrained from removing or selling the chattels, or such other order may be made as may seem just. The power of relief vested in a judge by this section will probably remove many of the abuses which have hitherto appeared to be almost inseparable from bills of sale.

A judicial interpretation of this important section was given in the case of *Ex parte Cotton*, 11 Q. B. D. 301; 49 L. T. N. S. 52. In October, 1882, C. gave a bill of sale of his furniture, &c. to S. to secure a sum, including interest, of £160, which was duly registered under the Act of 1878 before the Act of 1882 came into operation. The sum secured by the bill was payable by weekly instalments, and it was provided that in case of non-payment of any of the instalments on the days appointed,

Act, 1882, and in certain other events, one of which was, if the
s. 7. grantor should "fail to deposit with the grantee a receipt for rent due in respect of the premises," then the grantee might seize and sell the goods. On the 9th June, 1883, a sum of £5 became due for rent from the grantor in respect of the premises in which part of the goods comprised in the bill of sale were contained. On the 11th June a weekly instalment became due, but was not paid. The grantee wrote to the grantor on the 13th June reminding him that the instalment was due and had not been paid, and stating that unless it was paid on the following day he should seize and realize his security. In the same letter the grantee asked the grantor to pay the rent due on the 9th June and to produce the receipt for the same. The grantor did not comply with these requirements, and on the 19th June (a further instalment having become due on the 18th) the grantee seized and put a man in possession. On the following day an application was made at chambers to Huddleston, B., for an order under the proviso to section 7 of the Bills of Sale Act, 1882, to restrain the grantee from removing or selling the goods. An order was made conditional upon the payment of the two instalments due by the grantor. It appeared that the landlord had not demanded or taken any steps with regard to the rent due, and under these circumstances the grantor contended that there was a reasonable excuse for the non-production of the receipt. After the order was made some person representing the grantor offered to pay the instalments which were over-due, but the clerk to the grantee's solicitor said that the amount had better not be paid pending the appeal proceedings. It was held on appeal—(1) that the grantor had not without reasonable excuse failed to produce his last receipt for rent within the meaning of the Act; and (2) that the Court had power to make an order restraining the grantee from selling the goods on condition that the amount due was paid. In giving judgment A. L. Smith, J., said:—"The sub-section [4] says nothing about non-payment of rent as a condition of the right to seize. The condition mentioned by the section is non-production of the last receipt for rent without reasonable excuse. Here the rent is not yet paid, a very short time having elapsed since it fell due, and the landlord has not asked for it. The receipt is

not produced, because the grantor not having yet paid the rent has not got one: I do not think that, under these circumstances, there was a failure to produce the receipt without reasonable excuse. Then there remains the question with regard to the instalments. The words of the section are 'if satisfied that by the payment of money or otherwise the cause of seizure no longer exists.' If the judge is satisfied that the money is forthcoming and will be immediately paid, he may, I think, be satisfied that the cause of seizure has ceased to exist."

Act, 1882,
ss. 7, 8.

8. Every bill of sale shall be duly attested, and shall be registered under the principal Act within seven clear days after the execution thereof, or if it is executed in any place out of England then within seven clear days after the time at which it would in the ordinary course of post arrive in England if posted immediately after the execution thereof; and shall truly set forth the consideration for which it was given; otherwise such bill of sale shall be void in respect of the personal chattels comprised therein.

Bill of sale
to be void
unless
attested
and regis-
tered.

This is in substitution for section 8 of the Bills of Sale Act, 1878, which is expressly repealed by section 15 of this Act. The alteration which it makes in the law respecting bills of sale given as security for the payment of money is the avoidance of unattested and unregistered bills in all cases, whereas under the Act of 1878 they were valid as between the parties, and void only as against certain specified classes of persons. This section also provides for the registration of bills executed out of England.

This section does not apply to an unregistered bill of sale given more than seven days before the Act came into operation. The point was decided in *Hickson v. Darlow*, 23 Ch. D. 690; 52 L. J. Ch. 453; 48 L. T. N. S. 449; 31 W. R. 417, in which the following were the facts. The plaintiff on the 5th October, 1882, executed a bill of sale in favour of the defendant for an advance of £25, together with the sum of £32 : 10s. interest and charges, making in all £57 : 10s. The bill contained a proviso for redemption if the plaintiff should pay to the defendant the £57 : 10s. by the following

Act, 1882, instalments, viz.:—6s. 3d. per week for 104 weeks
s. 8. commencing on the 9th October, 1882, and the balance
 of £25 on the 10th October, 1884. The mortgagor
 covenanted to pay the said sum without any deduction,
 and it was further provided that upon any breach of
 the covenants, or if default should be made in payment
 by the plaintiff, it should be lawful for the defendant
 to take possession of the mortgaged property and sell it.
 The bill of sale was not registered. The plaintiff paid
 the instalments down to the 5th January, 1883, amount-
 ing to £3 : 8s. 9d., and on the following day commenced
 an action to have the deed delivered up to be cancelled,
 and to restrain the defendant from interfering with the
 property comprised in it. The defendant on the 16th
 January instructed an auctioneer to take possession of
 the goods on the ground of the weekly instalments being
 in arrear,—whilst the plaintiff on the 1st February
 moved for an injunction to restrain the defendant from
 taking possession, selling or removing any of the mort-
 gaged property. There was a conflict of evidence as to
 whether nearly so much as £25 had ever been really
 advanced by the defendant. It was held by Fry, J.,
 that, according to the well-known principles of law on
 the construction of Acts of Parliament, “they are not
 to have a retrospective operation unless it is expressly
 so stated. Besides which it is to be observed that this
 Act does not use retrospective language, but says that
 the bill of sale shall be duly registered, and throughout
 uses words of futurity.” But though the bill was not
 void as between grantor and grantee for want of regis-
 tration, the learned judge thought there was a question
 to be tried as to its validity, and that an injunction
 ought to be granted on the plaintiff paying £57 : 10s.
 into Court. The plaintiff appealed, and the appeal was
 heard on the 14th February, 1883. Upon the second
 point it was argued for the defendant that in accordance
 with the decision of the Court of Appeal in *Hill v. Kirk-
 wood*, 28 W. R. 358, the defendant must pay into Court
 the whole amount claimed by the plaintiff (£57 : 10s.).
 In giving judgment, Jessel, M. R., said:—“It is in
 our opinion clear that the Act (45 & 46 Vict. c. 43, s. 8)
 does not apply to the present bill of sale. It appears
 to us impossible to read it as so applying, for it enacts
 that a bill of sale shall be registered within seven clear
 days after its execution. But the bill of sale in the

present case was executed more than seven clear days before the Act came into operation, so that to read it as applying to this bill of sale would be making it enact an impossibility. As to the other point, the case of *Hill v. Kirkwood* does not bear out the proposition for which it was cited. All that the Court there decided was that the ordinary practice in cases between mortgagor and mortgagee was to be followed, namely, that on an application by a mortgagor to stay a sale, if the mortgagee swears that an amount which, consistently with the terms of the mortgage, may be due to him is due, that is the amount which the mortgagor must bring into Court. Here, I think, that only £25 with interest is due, and that the plaintiff ought only to be required to bring £30 into Court. I do not see anything in the deed which entitles the mortgagee to be paid the instalments by anticipation." Lindley and Bowen, L.JJ., were of the same opinion.

See also as to section not being retrospective, *Swire v. Cookson*, 48 L. T. N. S. 877, the facts of which are given in the note to section 3.

The decided cases as to attestation and registration have been referred to in the notes to section 10 of the principal Act, and, subject to the fact that since the 1st November, 1882 it is not necessary for solicitors to explain and attest bills of sale given by way of security, those cases will apply to the present Act.

In addition to a bill of sale being attested and registered, the section now under consideration enacts that it shall truly set forth the consideration for which it was given, otherwise it will be void. The decisions given under the Act of 1878, in respect to setting forth the consideration, will be useful as authorities under the present section, the only difference in the language being the addition of the word "truly," which does not appear in the earlier Act. The decisions as to setting forth the consideration have not been altogether uniform, but the later ones have recognised the principle that if a part of the money stated in a bill of sale to be the consideration paid at the time of its execution, is by the direction of the borrower given at the time paid in order to satisfy his then existing debts, the money so paid may be properly stated in the bill of sale as money paid to him.

Where the consideration for a bill of sale was stated to be "the sum of £182 : 3s. now paid by the grantee to the

Act, 1882, grantor," and where it was proved that the above sum
s. 8. was at the request, and with the assent of the grantor, paid as follows, £8 : 3s. 3d., and £103 : 17s. 5d., to discharge two executions against the grantor's goods, £25 : 0s. 9d. to a solicitor for money lent, and for costs due to him from the grantor, and the balance, £45 : 1s. 7d., in cash to the grantor, it was held that, in the absence of any suggestion of fraud, the consideration was sufficiently set out to satisfy the statute : *Hamlyn v. Betteley*, 5 C. P. D. 327 ; 49 L. J. C. P. 465 ; 42 L. T. 373 ; 28 W. R. 956. But where the consideration was said to be "the sum of £65 now paid," and it was proved that the money had in fact been paid by instalments at various times between April, 1877, and October, 1878, the bill of sale being given in January, 1879, it was held by Bacon, C. J., that, all the instalments having been previously advanced, the consideration was not truly stated : *Ex parte Berwick, In re Young*, 43 L. T. 576 ; 29 W. R. 292.

In *Ex parte Rolph, In re Spindler*, 19 Ch. D. 98 ; 51 L. J. Ch. 88 ; 45 L. T. 482 ; 30 W. R. 52, the consideration for a bill of sale executed on the 23rd March, 1881, was stated to be "£50 by the assignee paid to the assignor at or before the execution thereof." The only payment made to the grantor was £21 : 10s., the grantee retaining £3 : 10s. for the expenses of the bill of sale, and also £25, which he paid to the grantor's landlord on the 30th March for two quarters' rent ending March 25 and June 24, 1881. The grantor subsequently went into liquidation, and the trustee claimed the goods comprised in the bill of sale on the ground that the consideration had not been truly stated. The Court of Appeal declared the bill void, because the consideration was not stated in the deed as required by the Bills of Sale Act. The consideration was a payment of money by the lender to the borrower, and a covenant or agreement by him to pay a further sum at a future day to some one else, and that ought to have been stated in the bill of sale.

Where the consideration was stated to be "£40 now lent and paid by the mortgagee to the mortgagor," and the amount actually advanced was £38 : 10s., the balance being retained for expenses, it was held that the bill of sale was void, the consideration not being truly set forth in the deed : *Ex parte Firth, In re Cowburn*, 19 Ch. D. 419 ; 51 L. J. Ch. 473 ; 46 L. T. 120 ; 30 W. R. 529. In this case the Court of Appeal referred to and discussed

the decisions in *Ex parte National Mercantile Bank, In re Act, 1882, Haynes*, 15 Ch. D. 42; 49 L. J. Bank. 62; 43 L. T. 36; ss. 8, 9. 28 W. R. 848; and *Ex parte Challinor, In re Rogers*, 16 Ch. D. 260; 44 L. T. 122; 29 W. R. 205.

In *Ex parte Charing Cross, &c. Bank, In re Parker*, 16 Ch. D. 35; 50 L. J. Ch. 157; 44 L. T. 113; 29 W. R. 204, it was held that an incorrect statement of the consideration in a bill of sale cannot be rectified by a reference to the receipt.

For other cases, see *Ex parte Bolland, In re Roper*, 52 L. J. Ch. 113; 31 W. R. 102; Law Times, pp. 249, 254, 5th August, 1882; *Hamilton v. Chaine*, 7 Q. B. D. 319; 50 L. J. Q. B. 456; 44 L. T. 764; 29 W. R. 676; *Ex parte Popplewell, In re Storey*, 21 Ch. D. 73; 52 L. J. Ch. 39; 47 L. T. N. S. 274; 31 W. R. 335.

9. A bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void unless made in accordance with the form in the schedule to this Act annexed. Form of bill of sale.

There are many forms of bills of sale, differing widely in their terms, but those in general use by money lenders contain powers and conditions of a more or less oppressive character. The object of this section, inserted by the Select Committee of the House of Lords, is to bring into general use a short and simple form, free from the technicalities which generally abound in such instruments. When this Bill left the House of Commons it did not contain any provision for a statutory form of bill of sale, but evidence was given by one of the Masters of the Supreme Court before the House of Lords Committee in favour of the insertion of a form. The following form was then prepared for the Select Committee, and added to the Act upon the motion of the Lord Chancellor.

Form of Bill of Sale.

THIS INDENTURE made the day of between A.B. of of the one part, and C.D. of of the other part, witnesseth that in consideration of the sum of £ now paid to A.B. by C.D., the receipt of which the said A.B. hereby acknowledges [or whatever else the consideration may be], he the said A.B. doth hereby assign unto C.D., his executors, administrators, and assigns, all and singular the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment

Act, 1882, of the sum of £ , and interest thereon at the rate of s. 9. per cent. per annum [or whatever else may be the rate]. And the said A.B. doth further agree and declare that he will duly pay to the said C.D. the principal sum aforesaid, together with the interest then due, by equal payments of £ on the day of [or whatever else may be the stipulated times or time of payment]. And the said A.B. doth also agree with the said C.D. that he will [here insert terms as to insurance, payment of rent, or otherwise, which the parties may agree to for the maintenance or defeasance of the security].

Provided always, that the chattels hereby assigned shall not be liable to seizure or to be taken possession of by the said C.D. for any cause other than those specified in section seven of the Bills of Sale Act (1878) Amendment Act, 1882.

In witness, &c.

Signed and sealed by the said A. B. in the presence of me, E.F. [add witness' name, address, and description.]

The principal features in this form are (1) the setting forth of the interest separately from the amount advanced; (2) the limitation of the clauses which may be inserted by the grantee to agreed terms for the maintenance or defeasance of the security, and (3) the incorporation by reference of the causes specified in section 7 of the Act, which render the chattels liable to be seized by the grantee.

The first reported case under this important section of the Act was *Wilson v. Kirkwood*, 48 L. T. N. S. 821; 27 Sol. Jour. 296. A bill of sale was executed on the 16th December, 1882, by the plaintiffs, who were farmers, in favour of the defendant for the payment of £100, being the amount advanced, "and the sum of £76, being the interest agreed to be paid for the said advance." The mortgagors agreed to pay to the mortgagee the principal sum, together with the agreed interest thereon, by sixteen equal quarterly payments of £11 each, the first instalment being due on the 16th March, 1883. The bill of sale authorized the mortgagee, in the event, *inter alia*, of the mortgagors failing, without reasonable excuse, upon demand in writing, to produce their last receipts for rent, to enter into the mortgagor's premises and take possession of the chattels comprised in the security, and sell the same, and out of the proceeds to pay himself the principal and interest secured, or so much as should be unpaid, together with costs and necessary outgoings. A circular was sent by the

defendant to the plaintiffs on the 22nd December, 1882, Act, 1882,
s. 9. demanding the last receipt for rent, and the plaintiffs, failing to produce such receipt, the defendant entered and took possession of the goods assigned by the bill of sale. The plaintiffs moved to restrain the defendant, until the trial of the action, from remaining in possession or dealing with the goods, and contended that the bill of sale was void as not specifying the rate of interest according to the form prescribed by the Act. Chitty, J., held that the bill of sale substantially complied with the form, and that it was not necessary to state specifically in the bill the actual rate of interest secured.

The view taken by Chitty, J., in the above case was, however, dissented from by the Court of Appeal in the more recent case of *Davis v. Burton*; *Blaiberg, claimant*, 10 Q. B. D. 414; 11 Q. B. D. 537; 52 L. J. Q. B. 636; 48 L. T. N. S. 433; 31 W. R. 523, where the facts were in substance as follows:—The plaintiff recovered a judgment against the defendant, and certain goods were seized in pursuance thereof. The claimant thereupon claimed the goods seized under a bill of sale. The sheriff interpleaded, and it was ordered that a special case should be stated. By the bill of sale the defendant, therein called the mortgagor, assigned to Blaiberg, the mortgagee, certain goods and chattels enumerated in a schedule thereto “by way of security for the payment of the said sum of £300 [the amount of the advance], and of the capitalized interest therein as hereinafter mentioned, being at the rate of sixty per cent. per annum, and any further moneys that may be advanced and interest thereon, under the provisions hereinafter contained.” The mortgagor then agreed and declared that she would duly pay to the mortgagee “the principal sum aforesaid, together with the further sum of £180 for agreed capitalized interest thereon, making together the sum of £480, as follows: by consecutive quarterly instalments of £45 each, the first of such to become due and payable on the 12th March, 1883, and the balance, or so much as shall remain unpaid, to become due and payable on the 12th December, 1883.” The mortgagor covenanted, *inter alia*, that she would pay the rent, rates, taxes, and other impositions payable in respect of the premises on which the mortgaged goods were, immediately upon becoming due,

Act, 1882, and would deliver to the mortgagee the receipts for rent, rates, taxes, and impositions aforesaid when demanded "in writing or otherwise." She also covenanted not to make any assignment for the benefit of creditors, or file a petition for liquidation or composition with creditors, or do or suffer anything whereby she should render herself liable to be made or become bankrupt. It was further declared and agreed that if the mortgagor should break any of the covenants contained in the bill of sale, all moneys thereby secured should immediately become due and be forthwith paid to the mortgagees; and further, that all the foregoing covenants and agreements were necessary for maintaining the security within the meaning of sub-section (1), section 7 of the Bills of Sale Act (1878) Amendment Act, 1882. Then followed the proviso given at the end of the statutory form of bill of sale. The question for the Court was whether the bill of sale was in accordance with the statutory form, and if not, whether it was void against the execution creditor. Cave, J., in giving judgment for the execution creditor, held that the bill of sale was not in accordance with the form given in the Act, because—(1) it provided for the payment of capitalized interest, and (2) it contained provisions for seizure in certain cases clearly not included in the Act. He said: "It seems to me that this is clearly an attempt to evade the Act; and if such a bill of sale is good, the Act might as well have never been passed. For these reasons I think the bill of sale is void." Day, J., was of the same opinion. The claimant appealed from the judgment of the Queen's Bench Division, and the appeal was heard on the 27th and 28th June, 1883. As the case is one of very great importance, it may not be inadvisable to quote somewhat largely from the decisions given in the Court of Appeal. Brett, M.R., said he had come to the conclusion that the object of the statute was twofold: first, that the borrower should understand the nature of the security; and secondly, that a creditor should be able to understand the position of the borrower. "These objects are carried out by section 9, which requires that bills of sale shall, as nearly as possible, be in the form given in the schedule; that form is very simple, and an intending creditor has the opportunity of ascertaining how far he ought to trust the borrower, and he need not take advice as to the

document before him. The legislature intended that the loan of money upon the security of a bill of sale shall be a simple transaction; a bill of sale given by way of security for the payment of money shall be void against all the world, even as against the grantor, if it does not comply with the provisions of section 9. That enactment provides that a bill of sale shall be 'in accordance with the form in the schedule.' That must mean that every bill of sale shall be substantially like the form in the schedule. Nothing substantial must be subtracted from it, and nothing actually inconsistent must be added to it. The real principle of the form is that whatever may be the consideration for the sum of money secured by the bill of sale, a fixed sum shall be stated therein in figures and in direct terms, and that sum, with rateable interest thereon, shall be recovered by the holder; that interest shall be calculated up to the time when the sum mentioned as the principal amount shall be called in. The grantee must not attempt to alter the sum secured, and nothing must be added to it except by way of rateable interest. The statute does not prevent payment of the principal sum by instalments, together with interest, from time to time falling due; and at the time of paying each instalment interest at the agreed and named rate may be added. And I do not think that the statute prevents the payment of interest by instalments becoming due at fixed periods. But if upon failure to pay the first instalment the whole of the interest, which the grantee is ultimately upon performance of the contract to receive, becomes immediately payable, the bill of sale would, I think, be contrary to the form in the schedule of the Act; for interest is payable upon money only so long as it is due, and it is contrary to the nature of interest to make it payable before it is due, on the ground that a condition has not been performed, or because a certain event has happened; that is an alteration of, and a departure from, the form given in the schedule to the Act. There is, therefore, a blot upon the bill of sale before us; for upon breach of the covenants, it may be immediately after the execution of the bill of sale, the sum secured may be altered into a larger sum by means of what is called 'capitalized interest;' in truth, it is not interest at all, because the holder of the bill of sale may at any time repay himself the £300, and take the £180 besides.

Act, 1882, The effect of the provisions is that upon breach of any
s. 9. of the covenants he shall be paid those two amounts in full. This consideration is alone sufficient to uphold the judgment of the Queen's Bench Division. And I think the other blot pointed out by Cave, J., fatal; it was intended by the parties to the bill of sale to allow the grantee to seize in a manner not permitted by the statute. There may be further blots upon this bill of sale, but as it is unnecessary to decide upon them, I think it better not to express any opinion as to them. The judgment of the Queen's Bench Division must be affirmed."

Fry, L. J., in his judgment, dealt with some of the arguments advanced on behalf of the claimant. He said:—"The meaning of section 9 is that every bill of sale which is not substantially 'in accordance with the form in the schedule,' shall be void. The schedule provides that the grantor shall assign his chattels subject to redemption upon payment of a fixed sum and interest thereon. The interest secured by every bill of sale must be rateable, otherwise there will be a variance in substance from the form given in the schedule. That form allows the rate of interest to be such as may be agreed upon; but whatever the amount may be, the interest must be rateable; in the bill of sale before us the interest is in one sense rateable, but, if a breach of the covenants is committed, the rate is varied, because the whole amount becomes immediately payable. The legislature has provided, for two purposes, that the rate of interest must be ascertained; first, that the borrower may be protected; secondly, that publicity may be given, so that persons dealing with the borrower may know what rate of interest he is bound to pay. A fixed sum, by way of interest, may be lawful. The argument for the claimant overlooks the fact that the legislature intended to make all bills of sale certain in their terms, and therefore that certainty is very material in drawing bills of sale; but this bill of sale leaves it uncertain at what time the grantee may become entitled to the whole of the capitalised interest. This is not a case to which the maxim applies—*Id certum est quod certum reddi potest*. Then is the bill of sale contrary to the provisions of section 7? That section applies to all bills of sale under the Act. It is said that the provision, which causes the money to become due upon failure to produce the receipts, is lawful. The suggested mode of construing

section 7 opens the door to the insertion of every clause **Act, 1882,** which it was intended to exclude; the bill of sale before **s. 9.** us sins against section 7, sub-section 4, because it enables the grantee, who has lent the money, to seize the goods upon a failure to comply with a verbal demand for the production of receipts for rents, rates, and taxes, and this is a stipulation which is impliedly forbidden by sub-section 4. It is said that this is only a covenant for the maintenance of the security, and is therefore good within sub-section 1, which allows the goods to be seized whenever the money secured by the bill of sale is due; but a covenant of that kind cannot be good if it is prohibited by the legislature. The goods cannot be seized under sub-section 1 upon the plea that the money is due owing to a failure to perform a covenant which is unlawful. The covenant which I have mentioned is bad, because it alters the relation between the parties which the legislature intended to allow. The legislature has declared that a covenant of this kind shall be void, and the parties cannot alter the effect of the Act of Parliament." See also the more recent case of *Ex parte Pearce, In re Williams*, W. N. Nov. 24, 1883, p. 182; 49 L. T. N. S. 475, where in consideration of £30 paid by the mortgagee to the mortgagor, and of £10 charged by way of bonus, the mortgagor assigned certain chattels to the mortgagee by bill of sale dated 27th June, 1883, to secure the principal sum of £40, and interest at 5 per cent. The deed contained a covenant by the mortgagor "forthwith" to pay the principal sum and interest, and that he would duly pay the rent, taxes, premiums on insurance, &c., and would "forthwith after any payment" produce the receipt for the same. It was also agreed that if the mortgagor should make default in payment of any of the sums secured at the time, and in the manner appointed, or do or suffer anything whereby he should render himself liable to become a bankrupt, or "remove or suffer the chattels to be removed," or if execution should be, or should have been, levied against the goods of the mortgagor, then the mortgagee might forthwith enter and seize, and after taking possession "relinquish and again take possession," and that on taking possession a fee of 5 per cent. should be payable upon the whole sum secured. The bill of sale concluded with the proviso attached to the statutory form. It was held by Bacon, C. J. B., that the bill of sale was void, inasmuch as it was not in accordance with the form in the schedule to

Act, 1882, the Act; and further, that as certain of the provisions
ss. 9, 10. enabling the grantee to enter and seize were not such as
 were permitted by section 7 of the Act their invalidity
 was not cured by the saving proviso at the end of the
 bill of sale.

For other cases as to bills being in accordance with
 the statutory form, see *Duff v. Valentine*; *Fenner,*
claimant, W. N. 22 December, 1883, p. 225; *Law Times*,
 same date, p. 130; and *Melville v. Houghton*, W. N.
 22 December, 1883, p. 223.

It will be evident from these decisions that the greatest
 possible care must be taken in the preparation of bills
 of sale which are given as security for the payment of
 money, as if not in accordance with the statutory form
 they will be void. The precedents which are given in
 that admirable work, PRIDEAUX'S PRECEDENTS IN CON-
 VEYANCING, are comprehensive and concise, and will be
 found very useful to practitioners. By the kind per-
 mission of the proprietors of that work they are re-
 printed in the Appendix hereto.

Attestation.

10. The execution of every bill of sale by the
 grantor shall be attested by one or more credible
 witness or witnesses, not being a party or parties
 thereto. So much of section ten of the principal
 Act as requires that the execution of every bill of
 sale shall be attested by a solicitor of the Supreme
 Court, and that the attestation shall state that before
 the execution of the bill of sale the effect thereof
 has been explained to the grantor by the attesting
 witness, is hereby repealed.

Attestation by one or more credible witnesses is now
 to be substituted for attestation by a solicitor. As the
 Bill left the House of Commons it provided for attesta-
 tion by a Commissioner of Oaths, but the proposal was
 rejected by the Select Committee of the House of
 Lords, and the above section inserted in lieu of it at
 the instance of the Lord Chancellor. The evidence
 given on behalf of the Board of Trade was against
 attestation by a solicitor or commissioner, on the ground
 that it answered no useful purpose, and that it covered
 up a bad transaction. The adoption by the Select Com-
 mittee of a statutory form of bill of sale, capable of
 being easily understood, does much to remove the
 necessity for an explanation by a solicitor, and at the

same time it diminishes the expense which must of course be eventually borne by the grantor. Act, 1882,
ss. 10, 11.

The form of affidavit on registration of bill of sale given in Appendix B. (No. 24) to "The Rules of the Supreme Court, 1883," is similar to that contained in the Appendix to the Rules of the Supreme Court, April, 1880, and contains allegations to the effect that the deponent is a solicitor, and that he has explained to the grantor the nature and effect of the bill of sale. Though this form is applicable to absolute bills of sale, and for such instruments is the proper form to use, it is obviously not adapted to bills of sale given since the 1st November, 1882, by way of security for the payment of money. Soon after the issue of the New Rules, the attention of the Lord Chancellor was directed to the form of affidavit in question, and the matter was referred to the Masters of the Supreme Court for consideration. Under Ord. LXI. r. 33, the Masters have power to modify any of the prescribed forms, and they have since given instructions that the form of affidavit in use since the 1st November, 1882, and which is in compliance with the Act of 1882, shall continue to be used. This form is (B. No. 25) in the Appendix hereto.

11. Where the affidavit (which under section ten of the principal Act is required to accompany a bill of sale when presented for registration) describes the residence of the person making or giving the same or of the person against whom the process is issued to be in some place outside the London bankruptcy district as defined by the Bankruptcy Act, 1869, or where the bill of sale describes the chattels enumerated therein as being in some place outside the said London bankruptcy district, the registrar under the principal Act shall forthwith and within three clear days after registration in the principal registry, and in accordance with the prescribed directions, transmit an abstract in the prescribed form of the contents of such bill of sale to the county court registrar in whose district such places are situate, and if such places are in the districts of different registrars to each such registrar. Local re-
gistration
of con-
tents of
bills of
sale.
32 & 33
Vict. c. 71,
s. 60.

Every abstract so transmitted shall be filed, kept,

Act, 1882, and indexed by the registrar of the county court in
s. 11. the prescribed manner, and any person may search, inspect, make extracts from, and obtain copies of the abstract so registered in the like manner and upon the like terms as to payment or otherwise as near as may be as in the case of bills of sale registered by the registrar under the principal Act.

The object of this section is to supplement the registration of bills of sale in London by a system of local registration in each county court outside the metropolis. The registrar of bills of sale is within three days after the registration of a bill of sale given by a grantor residing outside the London bankruptcy district to send to the registrar of the county court district in which the grantor resides, or in which the chattels described in such bill are situate, an abstract of the contents of the bill in a form to be prescribed. The abstract is to be filed, and any person may search, make extracts from, and obtain copies of the same upon payment of fees in the same manner as bills of sale can be inspected, &c. at the principal registry in London. A proposal of this kind was strongly urged by several county court judges and registrars, as well as by witnesses examined before the Select Committee of the House of Commons in 1881, with the view of enabling traders and others in the districts concerned to obtain information as to bills of sale given by local grantors, and also to assist bailiffs, so as to avoid needless executions.

The London bankruptcy district, which is excluded from the operation of this section, is thus defined in the Bankruptcy Act, 1869 (32 & 33 Vict. c. 71, s. 60):—

“The London bankruptcy district shall, for the purposes of this Act, comprise the following places: that is to say, the city of London and the liberties thereof, and all such parts of the metropolis and other places as are situated within the district of any county court described as a metropolitan county court in the list contained in the second schedule hereto.”

SCHEDULE II.

List of Metropolitan County Courts.

The Bloomsbury County Court of Middlesex.
 The Bow County Court of Middlesex.
 The Brompton County Court of Middlesex.
 The Clerkenwell County Court of Middlesex.

The Lambeth County Court of Surrey.
 The Marylebone County Court of Middlesex.
 The Shoreditch County Court of Middlesex.
 The Southwark County Court of Surrey.
 The Westminster County Court of Middlesex.
 The Whitechapel County Court of Middlesex.

**Act, 1882,
 ss. 11—13.**

The Rules of the Supreme Court, Bills of Sale Acts, 1878 and 1882, provide for the local registration of bills of sale in pursuance of this section. The abstract of the contents of a bill of sale is to be in the form given in the Appendix thereto, and is to be sealed with the seal of the Bills of Sale Department. Upon receipt of any abstracts of bills of sale from the Central Office, the county court registrar is to file and index them. The index may be inspected at any time during office hours upon payment of a fee of one shilling, and extracts from an abstract may be made upon a similar payment. Office copies of abstracts can be had upon payment of sixpence per folio. These rules were issued in December, 1883, and they cancel the rules issued in December, 1882. They will be found in the Appendix.

12. Every bill of sale made or given in consideration of any sum under thirty pounds shall be void. **Bill of sale under £30 to be void.**

This section, as it was passed by the House of Commons and the Select Committee of the House of Lords, provided that bills of sale given for a less consideration than £50 were to be void, but the amount was subsequently reduced to £30. Before the Select Committee of the House of Commons a member of a firm of money-lenders carrying on a most extensive business, suggested that bills of sale for less amounts than £15 should be abolished because of the misery they inflict upon working people. He said this, although his firm took an enormous number of small bills of sale (about 2,000 bills a year for sums under £20).

As the section stands, the consideration for a bill of sale must not be less than £30. For cases as to setting forth the consideration, see the notes to section 8 of this Act.

13. All personal chattels seized or of which possession is taken after the commencement of this Act, under or by virtue of any bill of sale (whether registered before or after the commencement of this Act), shall remain on the premises where they were so seized or so taken possession of, and shall not be **Chattels not to be removed or sold.**

Act, 1882, removed or sold until after the expiration of five
ss. 13, 14. clear days from the day they were so seized or so taken possession of.

It has not been unusual for chattels to be seized and removed from the grantor's premises within a few hours after default has been made in the payment of an instalment. This section is intended to meet such cases by requiring five clear days to elapse after seizure before the goods are removed or sold. This will give the grantor an opportunity of obtaining assistance from his friends, and of applying to the Court, or to a judge in chambers in pursuance of the proviso to section 7. Should any rent be due by the grantor, his landlord may also take advantage of this delay.

It will be noticed that this section applies to chattels seized after the 1st November, 1882, whether the bill of sale was registered before or after the commencement of this Act.

The five days will be exclusive of the day of seizure and the day of removal or sale: *Robinson v. Waddington*, L. R. 13 Q. B. 753; 18 L. J. Q. B. 250.

Bill of
 sale not to
 protect
 chattels
 against
 poor and
 parochial
 rates.

14. A bill of sale to which this Act applies shall be no protection in respect of personal chattels included in such bill of sale which but for such bill of sale would have been liable to distress under a warrant for the recovery of taxes and poor and other parochial rates.

Under this provision distraint may be made for taxes, and poor and other parochial rates, upon the chattels of the grantor of a bill of sale during the five days following the seizure by the grantee, and the bill of sale will afford no protection against such distress.

Questions may probably arise as to the meaning to be attached to the words "parochial rates" as used in this section. It is suggested that a parochial rate is one that is levied on the ratepayers of a parish *quod* parishioners, irrespective of the fact whether the rate is to be applied for strictly parochial purposes. In deciding *Reg. v. East Teignmouth*, 1 B. & Ad. 244, Littledale, J., said:—"Generally speaking a rate is a levy, and a parochial rate is a levy raised within the district called a parish, though it be applicable to the purposes of the State. That being the general meaning of the term, there is no

ground for saying that it was intended to be used in any other sense in the statute 6 Geo. IV. c. 57." Act, 1882,
ss. 14, 15.

15. The eighth and the twentieth sections of the principal Act, and also all other enactments contained in the principal Act which are inconsistent with this Act are repealed, but this repeal shall not affect the validity of anything done or suffered under the principal Act before the commencement of this Act. Repeal of
part of
Bills of
Sale Act,
1878.

The following are the repealed sections of the Bills of Sale Act, 1878, above alluded to :—

8. Every bill of sale to which this Act applies shall be duly attested and shall be registered under this Act, within seven days after the making or giving thereof, and shall set forth the consideration for which such bill of sale was given, otherwise such bill of sale, as against all trustees or assignees of the estate of the person whose chattels, or any of them, are comprised in such bill of sale under the law relating to bankruptcy or liquidation, or under any assignment for the benefit of the creditors of such person, and also as against all sheriffs' officers and other persons seizing any chattels comprised in such bill of sale, in the execution of any process of any Court authorising the seizure of the chattels of the person by whom or of whose chattels such bill has been made, and also as against every person on whose behalf such process shall have been issued, shall be deemed fraudulent and void so far as regards the property in or right to the possession of any chattels comprised in such bill of sale which, at or after the time of filing the petition for bankruptcy or liquidation, or of the execution of such assignment, or of executing such process (as the case may be), and after the expiration of such seven days, are in the possession or apparent possession of the person making such bill of sale (or of any person against whom the process has issued under or in the execution of which such bill has been made or given, as the case may be). Avoidance
of unre-
gistered
bill of sale
in certain
cases.

20. Chattels comprised in a bill of sale which has been and continues to be duly registered under this Act shall not be deemed to be in the possession, order, or disposition of the grantor of the bill of sale within the meaning of the Bankruptcy Act, 1869. Order and
disposi-
tion.
32 & 33
Vict. c. 71.

Act, 1882, The repeal of the former section is consequential upon
s. 15. the adoption of section 8 of this Act, which avoids all unregistered bills executed after the 1st November, 1882, whilst the repealed section avoided unregistered bills only as against trustees and assignees in bankruptcy or liquidation, sheriffs' officers, and persons on whose behalf process has been issued against the goods of the grantor.

As absolute bills of sale are outside the scope of this Act they are not affected by this repeal: *Swift v. Pannell*, 24 Ch. D. 210; 48 L. T. N. S. 351. Neither are bills of sale which have been given as security for money if made and registered under the Bills of Sale Act, 1878, so long as the registration is not avoided: *Ex parte Izard, In re Chapple*, 23 Ch. D. 409; 52 L. J. Ch. 802; 49 L. T. N. S. 230.

The repeal of section 20 of the Act of 1878 constitutes one of the most important alterations made by the new Act. It revives what is known as the order and disposition section of the Bankruptcy Act, 1869 (32 & 33 Vict. c. 71, s. 15, sub-s. 5), which provides that the property of a bankrupt divisible amongst his creditors shall include the following:—

All goods and chattels being at the commencement of the bankruptcy, in the possession, order, or disposition of the bankrupt, being a trader, by the consent and permission of the true owner, of which goods and chattels the bankrupt is reputed owner, or of which he has taken upon himself the sale or disposition as owner; provided that things in action other than debts due to him in the course of his trade or business, shall not be deemed goods and chattels within the meaning of this clause.

The practical effect of this is that upon the bankruptcy of a grantor, who is a trader, any goods which at the commencement of the bankruptcy are in his possession as reputed owner, with the consent of the true owner, will vest in the trustee under the bankruptcy, notwithstanding the bill of sale. Under the term "traders" are included:—Alum makers, apothecaries, auctioneers, bankers, bleachers, brokers, brickmakers, builders, calenderers, carpenters, carriers, cattle or sheep sales-

men, coach proprietors, cowkeepers, dyers, fullers, **Act, 1882,**
keepers of inns, taverns, hotels, or coffee-houses, **s. 15.**
lime burners, livery stable keepers, market gardeners,
millers, packers, printers, sharebrokers, shipowners,
shipwrights, stockbrokers, stockjobbers, victuallers,
warehousemen, wharfingers, persons using the trade or
profession of a scrivener, receiving other men's moneys
or estates into their trust or custody, persons insuring
ships or their freight or other matters against perils of
the sea, persons using the trade of merchandise by way
of bargaining, exchange, bartering, commission, consign-
ment, or otherwise, in gross or by retail, and persons
who, either for themselves, or as agents or factors for
others, seek their living by buying and selling, or buy-
ing and letting for hire goods or commodities, or by
the workmanship or the conversion of goods or com-
modities; but a farmer, grazier, common labourer, or
workman for hire shall not, nor shall a member of any
partnership, association, or company which cannot be
adjudged bankrupt under this Act be deemed as such a
trader for the purposes of this Act.

The Bankruptcy Act, 1869, has been repealed by the
Bankruptcy Act, 1883, and the provisions of the latter
Act as to goods in the order and disposition of a bank-
rupt which are available for distribution among his
creditors are contained in section 44, sub-section (iii).

All goods being, at the commencement of the bank-
ruptcy, in the possession, order or disposition
of the bankrupt, in his trade or business, by the
consent and permission of the true owner, under
such circumstances that he is the reputed owner
thereof; provided that things in action other
than debts due or growing due to the bankrupt
in the course of his trade or business, shall not
be deemed goods within the meaning of this
section.

This Act came into operation on the 1st January,
1884, and the above section is therefore applicable to a
bill of sale under the Act of 1882 in the event of the
bankruptcy of the grantor. The decisions under this
section will be looked forward to with considerable
interest, both by bill of sale holders and by other
creditors. The former section applied to goods in the
order and disposition of the bankrupt being a trader as

Act, 1882,
s. 15. defined by that Act, whether such property was or was not used for the purpose of his trade. Household furniture and other effects were consequently within the section. The new Bankruptcy Act has practically abolished the distinction between traders and non-traders, and the above section, instead of applying to a bankrupt who is a trader, applies to goods in the order and disposition of a bankrupt in his trade or business. It may be contended that the effect of this enactment is to release from the operation of the section all goods in the possession of the bankrupt which are not connected with his trade or business. If this construction should be adopted it will, to some extent, increase the value of bills of sale as securities. On the other hand, as the words *trade* and *business* are not defined by the interpretation section of the Act, they will probably be construed according to their generally recognized meaning, as including any trade, calling, employment, profession or occupation. This will extend very considerably the operation of the law as to reputed ownership, and embrace many classes of persons previously excluded from it. The term "business" does not appear to have been judicially construed, though it was considered in a limited sense in *Bramwell v. Lacy*, 10 Ch. D. 691. This was a case in which there was a covenant by a lessee not to carry on upon certain demised premises "any trade, business or dealing whatsoever, or anything of the nature thereof, or suffer any act or thing which may be or grow to the annoyance, damage, injury, prejudice or inconvenience of the neighbouring premises." The premises in question were used as a throat and chest hospital for poor persons, where small payments were made by the patients according to their means. It was held that this constituted a business. In giving judgment, Jessel, M. R., said:—"The first question is, is this a 'business' or 'in the nature of a business'? I have no doubt it is. It is in reality an apothecary's business. The question whether it is a business carried on for the purposes of profit or not, is not, in my opinion, material. Even if it is not strictly a 'business' it is at all events 'in the nature' of a business. But I am distinctly of opinion that this is a 'business' within the terms and meaning of the covenant."

The following cases decided before the Act of 1878:

will serve to illustrate the doctrine of reputed ownership as revived by the Act of 1882 :—

A bill of sale executed on the 9th January, 1872, was registered on the 30th January. In the meantime, *i. e.*, on the 23rd January, the grantor filed a petition for liquidation, under which the trustee took possession on the 12th February. The bill of sale provided that the grantor should continue in possession of the property until default in payment upon demand of what should be due to the grantee. No demand was made until the 12th February, when the grantee authorised an agent to take possession, but no possession was taken. It was held that the trustee was entitled to the property as against the bill of sale holder. Goods comprised in a bill of sale, which entitles the holder to take possession upon default in payment after demand, remain, notwithstanding the registration of the bill of sale, in the reputed ownership of the grantor: *Ex parte Harding, In re Fairbrother*, L. R. 15 Eq. 223; 28 L. T. N. S. 241.

A draper in London signed a written agreement by which he sold his household furniture to a furniture dealer, and hired it back at a rent of 12s. 6d. per week. He remained in the use and occupation of the furniture under the agreement for more than four years, and then filed a petition for liquidation, under which a trustee was appointed. It was held that the furniture was in the order and disposition of the debtor as the reputed owner at the commencement of the liquidation, and that the trustee was entitled to it: *Ex parte Lovering, In re Jones* (No. 2), L. R. 9 Ch. 621.

In a recent case, *Ex parte Brooks, In re Fowler*, 23 Ch. D. 261; 48 L. T. N. S. 453; 31 W. R. 833, the furniture in the dwelling-house of a trader having been seized under an execution, a friend of his bought it from the sheriff at a valuation, and then verbally agreed that the debtor should continue in possession of it, paying by way of rent interest at 5 per cent. per annum on the purchase-money. The debtor remained in possession until he filed a liquidation petition. The trustee claimed the property under the reputed ownership clause, and it was held by Bacon, V.-C., and by the Court of Appeal, that the trustee was entitled to the furniture. The fact that it is the custom of furniture dealers to let out furniture on a three-years' hiring and purchase agreement does not disentitle the general public to

Act, 1882,
s. 15.

Act, 1882, assume that an ordinary householder is the real owner ss. 15, 16. of the furniture which is in his house.

For other cases upon this section of the Bankruptcy Act, see *Stansfield v. Cubitt*, 2 De G. & J. 222; 4 Jur. N. S. 395; 31 L. T. 3; *Joy v. Campbell*, 1 Scho. & Lef. 336; *Simmons v. Edwards*, 16 M. & W. 838; *Lingard v. Messiter*, 1 B. & C. 308; *Reynolds v. Hall*, 4 H. & N. 519; *Ex parte Watkins*, *In re Couston*, L. R. 8 Ch. 520; 42 L. J. Bank. 50; 28 L. T. 793; 21 W. R. 530. In giving judgment in the last-mentioned case, Lord Selborne, C., fully explained the principle of the law as to reputed ownership.

Inspection
of regis-
tered bills
of sale.

16. So much of the sixteenth section of the principal Act as enacts that any person shall be entitled at all reasonable times to search the register and every registered bill of sale upon payment of one shilling for every copy of a bill of sale inspected is hereby repealed, and from and after the commencement of this Act any person shall be entitled at all reasonable times to search the register, on payment of a fee of one shilling, or such other fee as may be prescribed, and subject to such regulations as may be prescribed, and shall be entitled at all reasonable times to inspect, examine, and make extracts from any and every registered bill of sale without being required to make a written application, or to specify any particulars in reference thereto, upon payment of one shilling for each bill of sale inspected, and such payment shall be made by a judicature stamp: Provided that the said extracts shall be limited to the dates of execution, registration, renewal of registration, and satisfaction, to the names, addresses, and occupations of the parties, to the amount of the consideration, and to any further prescribed particulars.

The history of this section can be given very briefly. The practice of extracting from registered bills of sale the names and addresses of grantors and grantees, and the amounts for which the bills are given, has existed for more than a quarter of a century, and the trade gazettes containing the above particulars have become of the utmost value to those engaged in commercial and

trading pursuits. In April, 1880, a new rule was issued **Act, 1882,**
in the following terms :— **s. 16.**

The registrar of bills of sale shall, on a request in writing giving sufficient particulars, and on payment of the prescribed fee, cause a search to be made in the registers or indexes under his custody, and issue a certificate of the result of the search.

A person shall not inspect nor take any extract from any of these registers or indexes, or any document filed in connection therewith, until he has specified in writing to the officer in charge of the register or index the name against which he wishes to search, and has satisfied the officer as to the object of the search.

Whether it was so intended or not, this rule would most effectually have prevented any complete lists of registered bills of sale from being obtained. The Associated Chambers of Commerce and the London bankers memorialised the Lord Chancellor against the new rule, and urged that the proposed change would prove detrimental to trade and commerce, inasmuch as it would deprive the commercial community of ready means of ascertaining whether any of their actual or intending customers have given bills of sale. Under the new rule every applicant would have had to make a written application in each case, thereby entailing a very great loss of time and labour and no inconsiderable expense and delay. They also stated that the voluntary agencies, by means of which the mercantile community have hitherto obtained prompt information so necessary in all transactions where credit has to be given, have been carried on with a due regard to the interests of the various parties concerned, and to the satisfaction of the public.

In the following month (May, 1880), the second paragraph of the above rule was rescinded by the Lord Chancellor. In the Rules of the Supreme Court, 1883, this rule will be found as Rule 23 of Ord. LXI. It has been authoritatively construed as applying only to searches made by an officer of the Court for which a special certificate is granted, and not to the ordinary search as made by the public themselves.

It was to prevent the recurrence of any possible difficulties of this kind that the present section was pre-

Act, 1882, pared. It confers no new right beyond that of defining
 s. 16. the practice which has been in operation for more than
 twenty-five years.

Official searches may be made at the Bills of Sale department in the Central Office of the Supreme Court for registered bills of sale, in pursuance of section 2 of the Conveyancing Act, 1882 (45 & 46 Vict. c. 39), which is as follows:—

Searches.
 Official
 negative
 and other
 certifi-
 cates of
 searches
 for judg-
 ments,
 Crown
 debts, &c.

- 2.—(1.) Where any person requires, for purposes of this section, search to be made in the Central Office of the Supreme Court of Judicature, for entries of judgments, deeds, or other matters or documents, whereof entries are required or allowed to be made in that office by any Act described in Part I. of the First Schedule to the Conveyancing Act of 1881, or by any other Act, he may deliver in the office a requisition in that behalf, referring to this section.
- (2.) Thereupon the proper officer shall diligently make the search required, and shall make and file in the office a certificate setting forth the result thereof; and office copies of that certificate shall be issued on requisition, and an office copy shall be evidence of the certificate.
- (3.) In favour of a purchaser, as against persons interested under or in respect of judgments, deeds, or other matters or documents, whereof entries are required or allowed as aforesaid, the certificate, according to the tenour thereof, shall be conclusive, affirmatively or negatively, as the case may be.
- (4.) Every requisition under this section shall be in writing, signed by the person making the same, specifying the name against which he desires search to be made, or in relation to which he requires an office copy certificate of result of search, and other sufficient particulars; and the person making any such requisition shall not be entitled to a search, or an office copy certificate, until he has satisfied the proper officer that the same is required for the purposes of this section.
- (5.) General rules shall be made for purposes of this section, prescribing forms and contents of requisitions and certificates, and regulating the practice of the office, and prescribing, with

the concurrence of the Commissioners of Her Majesty's Treasury, the fees to be taken therein; which rules shall be deemed Rules of Court within section seventeen of the Appellate Jurisdiction Act, 1876, as altered by section nineteen of the Supreme Court of Judicature Act, 1881, and may be made, at any time after the passing of this Act, to take effect on and after the commencement of this Act.

Act, 1882,
ss. 16, 17.
39 & 40
Vict. c. 59.
44 & 45
Vict. c. 68.

- (6.) If any officer, clerk, or person employed in the office commits, or is party or privy to, any act of fraud or collusion, or is wilfully negligent, in the making of or otherwise in relation to any certificate or office copy under this section, he shall be guilty of a misdemeanour.
- (7.) Nothing in this section or in any rule made thereunder shall take away, abridge, or prejudicially affect any right which any person may have independently of this section to make any search in the office; and every such search may be made as if this section or any such rule had not been enacted or made.
- (8.) Where a solicitor obtains an office copy certificate of result of search under this section, he shall not be answerable in respect of any loss that may arise from error in the certificate.
- (9.) Where the solicitor is acting for trustees, executors, agents, or other persons in a fiduciary position, those persons also shall not be so answerable.
- (10.) Where such persons obtain such an office copy without a solicitor, they shall also be protected in like manner.
- (11.) Nothing in this section applies to deeds inrolled under the Fines and Recoveries Act, or under any other Act, or under any statutory rule.
- (12.) This section does not extend to Ireland.

3 & 4 Will.
IV. c. 74.

The rules and forms made under the above section so far as they relate to bills of sale will be found in the Appendix.

17. Nothing in this Act shall apply to any debentures issued by any mortgage, loan, or other incorporated company, and secured upon the capital stock or goods, chattels, and effects of such company.

Debentures to which Act not to apply.

Act, 1882, s. 18. 18. This Act shall not extend to Scotland or Ireland.

Extent of Act. Early in the Session of 1883 an Act (46 Vict. c. 7) was passed to amend the Bills of Sale (Ireland) Act, 1869. The effect of the Act is to make the law respecting bills of sale the same in Ireland as in England and Wales. It came into operation on the 1st August, 1883.

SCHEDULE.

Form of Bill of Sale.

THIS INDENTURE made the day of , between *A. B.* of of the one part, and *C. D.* of of the other part, witnesseth that in consideration of the sum of £ now paid to *A. B.* by *C. D.*, the receipt of which the said *A. B.* hereby acknowledges [*or whatever else the consideration may be*], he the said *A. B.* doth hereby assign unto *C. D.*, his executors, administrators, and assigns, all and singular the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment of the sum of £ , and interest thereon at the rate of per cent. per annum [*or whatever else may be the rate*]. And the said *A. B.* doth further agree and declare that he will duly pay to the said *C. D.* the principal sum aforesaid, together with the interest then due, by equal payments of £ on the day of [*or whatever else may be the stipulated times or time of payment*]. And the said *A. B.* doth also agree with the said *C. D.* that he will [*here insert terms as to insurance, payment of rent, or otherwise, which the parties may agree to for the maintenance or defeasance of the security*].

Provided always, that the chattels hereby assigned shall not be liable to seizure or to be taken possession of by the said *C. D.* for any cause other than those specified in section seven of the Bills of Sale Act (1878) Amendment Act, 1882.

In witness, &c.

Signed and sealed by the said *A. B.* in the presence of me
E. F. [*add witness' name, address, and description*].

APPENDIX.

PRECEDENTS OF BILLS OF SALE.

[*Extracted from "PRIDEAUX'S PRECEDENTS IN CONVEYANCING," by permission of the Proprietors.*]

No. I.

BILL of SALE of CHATTELS by way of MORTGAGE.

THIS INDENTURE, made the — day of —, BETWEEN OF CHATTELS.
A. B., of, &c., (*mortgagor*), of the one part, and C. D., of Parties.
&c., (*mortgagee*), of the other part, WITNESSETH that in consideration of the sum of £— (a) now paid by the said C. D. to the said A. B. (the receipt whereof the said A. B. hereby acknowledges), the said A. B. (hereinafter called the mortgagor), as beneficial owner, hereby assigns unto the said C. D. (hereinafter called the mortgagee), ALL the chattels and things in or about the messuage or dwelling-house situate, &c. (*describing it*), which are specifically described in the schedule hereunto annexed [*or written hereon*]: [AND ALSO all the chattels and things which at any time during the continuance of this security shall be used in or brought upon the said dwelling-house in substitution for or in addition to any chattels or things specifically described in the said schedule] (b): To HOLD the same unto the mortgagee by way of security for the payment of the sum of £—, with interest thereon according to the covenant hereinafter contained: AND the mortgagor hereby covenants with the mortgagee to pay to him on the — day of — next (c) the sum of £—, with interest thereon after the rate of £— per cent. per annum, computed from the date of these presents, and also so long after that day as any principal money remains owing under these presents to pay to him interest thereon after the rate aforesaid, by equal half-yearly [*or quarterly, or monthly, as may be agreed on*] payments, on the — day of — and the — day of — in every year: AND the mortgagor hereby further covenants with the mortgagee that he will not remove the said chattels and things, or any of Assign-
ment of
chattels to
mortgagee
to secure
payment of
principal
money and
interest.

Covenants
by mort-
gagor to
pay princi-
pal money
and in-
terest in
the mean-
time half-
yearly,
not to
remove
chattels,

(a) This must not be less than £30.

(b) This bill of sale will be void, except as against the grantor and those claiming under him by representation or assignment, in respect of the things described within brackets.

(c) This should be (say) a month from the date of the deed.

OF
CHATTELS.

and to
permit
mortgagee
to inspect
same;

To insure
against
fire;

to pay
rent, rates,
and taxes,
and pro-
duce re-
ceipts for
same.

Power to
mortgagee
in case of
default, to
seize and
take pos-
session;

also to sell
after
default.

them, from the said messuage or dwelling-house, without the consent of the mortgagee, and will permit the mortgagee at all reasonable times to enter into the said messuage or dwelling-house, or into any other dwelling-house or place in which the said chattels and things, or any of them, shall happen to be, for the purpose of inspecting the same, and the state and condition thereof: AND ALSO that he the mortgagor will at all times during the continuance of this security keep the said chattels and things insured against loss or damage by fire, in the sum of £—— at least, in the —— Insurance Office, or in some other Insurance Office to be approved of by the mortgagee, and will produce to the mortgagee on demand the policy of such insurance and the receipt for every premium payable in respect thereof (a): AND ALSO will at all times during the continuance of this security duly and regularly pay the rent, rates, and taxes payable by him in respect of the said messuage or dwelling-house, and produce to the mortgagee upon demand in writing the last receipt for such rent, rates, or taxes: AND IT IS HEREBY DECLARED, that if default shall be made in payment of the said sum of £——, or the interest thereof on the said —— day of —— next, or if any other default or event mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then and in any such case, but not otherwise (b), it shall be lawful for the mortgagee at any time thereafter, by himself or his agents or servants, to enter into and upon the said messuage or dwelling-house, or other the dwelling-house or place in which the chattels and things hereby assigned shall happen to be, and to seize and take possession of the said chattels and things: AND ALSO, on or at any time after the expiration of five days from such seizure, to sell (c) the said chattels and things, or any of them, either by public auction or private contract, with liberty to buy in at any sale by auction, or to rescind or vary any contract for sale, and to resell without being answerable for any loss or diminution in price, and with liberty also to give effectual receipts for the purchase-money, and to do all other acts and things for completing

(a) Sect. 19, sub-sect. 2, and sect. 23 of the Conveyancing Act, 1881, apply to personal chattels such as are the subject of this bill of sale, so that a provision enabling the mortgagee to insure in case of the mortgagor's default is unnecessary.

(b) There can be no doubt that this is *in accordance with the form* in the schedule to the Act of 1882, and it is unnecessary to add the proviso which is inserted at the end of that form, that proviso being implied in the words "but not otherwise."

(c) The power of sale conferred by the Conveyancing Act, 1881, is applicable to a bill of sale of chattels, but as the conditions prescribed by section 20 are different to those which would generally be wished in a bill of sale, it is more convenient to insert an express power.

any sale which the mortgagee may think fit: AND IT IS HEREBY DECLARED that the mortgagee shall, with and out of the moneys to arise from any such sale as aforesaid, in the first place pay the expenses attending such sale or otherwise incurred in relation to this security, and in the next place pay the moneys which shall be owing on this security, and shall pay the surplus (if any) to the mortgagor (a): AND IT IS HEREBY LASTLY DECLARED that all powers and rights hereby conferred on the mortgagee shall devolve on his executors, administrators, and assigns. IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

OF
CHATELS.
Trusts of
purchase-
money.
Powers of
mortgagee
to devolve
on his
executors,
adminis-
trators,
or assigns.

THE SCHEDULE ABOVE REFERRED TO.

Signed, sealed, and delivered by the }
within named A. B. in the presence of me, }

E. F. (*add witness's name, address,
and description*).

No. II.

BILL of SALE by way of MORTGAGE, of FIXTURES, PLANT, and EFFECTS in a SHOP, including any FIXTURES or PLANT to be AFTERWARDS SUBSTITUTED for any of the EXISTING THINGS of the SAME KIND (b), the PRINCIPAL MONEY being made payable by MONTHLY INSTALMENTS.

OF
PLANT AND
EFFECTS
IN SHOP,
INCLUDING
AFTER-
ACQUIRED
PLANT.

THIS INDENTURE, made, &c. (*date and parties, as in last Precedent*): WITNESSETH, that in consideration, &c. (*the receipt, &c.*), THE said A. B. (hereinafter called "the mortgagor"), as beneficial owner, hereby assigns unto the said C. D. (hereinafter called "the mortgagee"), ALL the fixtures, plant (c), chattels, and things, in or upon or belonging to the messuage and shop situate, &c. (*describe it*), specifically described in the schedule hereunto annexed: AND ALSO all the fixtures and plant which shall or may at any time or times during the continuance of this security be used in, attached to, or brought upon the aforesaid messuage and shop, or any part thereof, in substitution for any of the like fixtures or plant (c) specifically described in the said schedule:

Parties.
Mortgagor
assigns fix-
tures,
plant, and
effects
specified in
schedule,
and fix-
tures and
plant to be
subse-
quently
substi-
tuted,

(a) It is apprehended that a provision exempting a purchaser from obligation to see that default has been made would be nugatory, and inconsistent with the Act of 1882 and the form thereby prescribed.

(b) See Act of 1882, sect. 6.

(c) If there is any trade machinery, the words "trade machinery" should be inserted after "plant."

OF
PLANT AND
EFFECTS IN
SHOP,
INCLUDING
AFTER-
ACQUIRED
PLANT.

to mort-
gagee to
secure
payment
of money.

Covenant
by mort-
gagor to
pay prin-
cipal at end
of a month
with
interest.

Proviso
that mort-
gagor may
pay by
monthly
instal-
ments.

Mortgagor
covenants
not to re-
move fix-
tures, &c.

Power to
seize in
case of de-
fault or for
any other
statutory
cause of
seizure,
and to sell.

[AND ALSO all chattels and things (other than fixtures and plant) which at any time during the continuance of this security shall be used in or brought upon the said messuage and shop, or any part thereof, in substitution for or in addition to any chattels or things specifically described in the said schedule (a)], To HOLD the same unto the mortgagee, by way of security for the payment of the sum of £—, with interest thereon according to the covenant hereinafter contained: AND the mortgagor hereby covenants with the mortgagee to pay to him the sum of £—, with interest thereon after the rate of £— per cent. per annum, computed from the date of these presents, on the 1st day of — next (b): PROVIDED ALWAYS that if the mortgagor shall pay to the mortgagee the said principal sum of £— by equal monthly instalments of £— each, the first instalment to be paid on the first day of — next, and the remaining instalments to be paid on the first day of every subsequent calendar month until the whole principal money shall be paid, and shall on the same monthly days respectively pay interest on the principal sum for the time being remaining unpaid after the rate of £— per cent. per annum, then and in such case the mortgagee shall accept payment of the said principal sum by such instalments as aforesaid, and shall not enforce the foregoing covenant for payment of the same earlier, unless the mortgagor shall die or become bankrupt before all the said instalments shall have become payable, in which case the whole of the principal money then remaining unpaid shall be recoverable immediately, as if this proviso had not been inserted herein: AND IT IS HEREBY DECLARED that if and whenever the first day of a month shall fall on a Sunday, the instalment and interest payable on that day shall be paid on the following day: AND the mortgagor hereby further covenants with the mortgagee that he will not remove the chattels, fixtures, plant, and things hereby assigned, or expressed so to be, or any part of them, from the said messuage and shop, except in the ordinary course of his trade or business, without the consent of the mortgagee, and will, (*permit the mortgagee to enter to inspect, to insure, to pay rent, rates, and taxes, and to produce receipt, supra, Prec. No. 1.*) AND IT IS HEREBY DECLARED that if default shall be made in payment of any instalment of principal money or any interest thereon, on the day hereby appointed for payment thereof, or if any other default or event mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then and in any such case, but not otherwise, it shall be lawful for the mortgagee, at any time thereafter, by himself or his agents or servants, to enter into

(a) The bill of sale is void, except as against the grantor and those claiming under him by representation or assignment, in respect of the things described within brackets.

(b) This should be (say) one month from the date.

and upon the said messuage and shop, or any part thereof, or any other place in which the things hereby assigned, or any of them, shall happen to be, and to seize and take possession thereof, and also on or at any time after the expiration of five days from such seizure to sell the said chattels, fixtures, plant, and things, or any of them, either by public auction or private contract, and for the purpose of sale to detach or remove any fixtures from that part of the premises to which they shall be attached, and with liberty to buy in, &c. (*rest of the Precedent to be the same as Precedent No. 1*).

IN WITNESS, &c.

OF
PLANT AND
EFFECTS IN
SHOP,
INCLUDING
AFTER-
ACQUIRED
PLANT.

THE SCHEDULE ABOVE REFERRED TO.

No. III.

BILL of SALE, by way of MORTGAGE of the MACHINERY and PLANT belonging to a COLLIERY, including AFTER-ACQUIRED PLANT to secure PRESENT and FUTURE ADVANCES (a).

OF MA-
CHINERY,
ETC.,
TO SECURE
PRESENT
AND
FUTURE
ADVANCES.
Parties.

THIS INDENTURE, made the — day of —, BETWEEN A. B., of, &c., C. D., of, &c., and E. F., of, &c. (hereinafter called "the mortgagors") (*mortgagors*), of the one part, and G. H., of, &c., I. K., of, &c., and L. M., of, &c. (hereinafter called "the mortgagees") (*mortgagees*), of the other part: WHEREAS the mortgagors are the lessees of a colliery, mines, and works situate at, &c., under a lease dated, &c., and made, &c., for a term of forty years, computed from the — day of —, and there are now standing in or upon, or used in or belonging to the said colliery, mines, and works, the fixtures, plant, machinery, chattels, and effects, specifically described in the schedule hereunto annexed, some whereof are in the nature of trade fixtures removable by the mortgagors, and the residue whereof are the absolute property of the mortgagors: AND WHEREAS the mortgagees have agreed to lend to the mortgagors the sum of £—, upon having the repayment thereof and also of any further advances which may be made by them as hereinafter mentioned, with interest for the same respectively, secured to them in the manner hereinafter expressed: NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £— now paid to the mortgagors by the mortgagees, out of moneys belonging to them on a joint account (the receipt whereof the mortgagors hereby acknowledge), and also in consideration of such further advances (if any) as are hereinafter mentioned, the mortgagors, as beneficial owners, hereby assign unto the

Recite that mortgagors are lessees of a colliery, and that there are thereon certain machinery, plant, &c. Agreement for loan.

Witnessing part. Consideration.

(a) As this deed does not include the leasehold interest in the colliery, it will require registration as a bill of sale as regards the fixtures as well as the movable plant.

OF MA-
CHINERY,
ETC.,
TO SECURE
PRESENT
AND
FUTURE
ADVANCES.

Mort-
gagors
assign
machinery,
plant, &c.,
now being
on colliery,
&c. ;
and also all
machinery,
plant, &c.,
to be sub-
sequently
brought
on to col-
liery, &c.,
to mort-
gagees.
Joint and
several
covenants
by mort-
gagors for
payment of
principal
sum and
future ad-
vances with
interest ;

not to re-
move fix-
tures, &c.,
without
substitut-
ing others ;
not to
remove
chattels
except in
ordinary
course of
trade,
without
consent.

mortgagees, ALL the fixtures, plant, trade machinery, chattels, and things, now attached to or standing and being in or upon or belonging to or used in connection with the said colliery, mines, and works hereinbefore mentioned or referred to, which are specifically described in the schedule hereunto annexed: AND also all the fixtures, plant, and trade machinery which may at any time hereafter during the continuance of this security be erected on or attached to, or brought upon the said colliery, mines, and works in substitution for any of the like fixtures, plant, and trade machinery specifically described in the said schedule: [AND ALSO all chattels and things (not being fixtures, plant, or trade machinery) which at any time hereafter during the continuance of this security shall be used in or brought upon the said colliery, mines, and works in substitution for or in addition to any chattels or things specifically described in the said schedule (a)]: To HOLD the same unto the mortgagees, by way of security for the payment of the sum of £— and for the repayment of such further advances as are hereinafter mentioned, with interest thereon respectively according to the covenants hereinafter contained: AND the mortgagors hereby jointly and severally covenant with the mortgagees to pay to them on the — day of — next the sum of £—, with interest thereon after the rate of £— per cent. per annum, computed from the date of these presents: AND ALSO so long after that day as the said principal sum, or any part thereof, remains owing, to pay to them interest thereon by equal half-yearly [or quarterly, or monthly, as may be agreed] payments, on the — day of —, and the — day of —: AND also to repay to the mortgagees such further sum or sums of money (if any) as they may hereafter advance to the mortgagors, with interest thereon after the rate aforesaid, computed from the time of such advance, every such principal sum to be repayable at the expiration of one calendar month from the advance thereof, and the interest thereon to be payable by equal half-yearly [or quarterly, or monthly] payments on the days aforesaid, so long as any principal money shall remain unpaid: AND the mortgagors hereby jointly and severally further covenant with the mortgagees that they the mortgagors will not at any time during the continuance of this security remove or take away any fixtures, plant, or trade machinery, from the said colliery and premises without substituting for the same other fixtures, plant, or trade machinery of at least equal value, and will not remove any chattels or things hereby assigned not being in the nature of fixtures, plant, or trade machinery, from the said colliery and premises, except in the ordinary course of

(a) The bill of sale is void, except as against the grantor and those claiming under him by representation or assignment, in respect of the things described within brackets.

the colliery trade or business, without the consent of the mortgagees: AND also that the mortgagors will at all times during the continuance of this security permit the mortgagees, by themselves, their agents and servants, to enter into and upon the said colliery and premises for the purpose of inspecting the things hereby assigned, and the state and condition thereof: AND also that they the mortgagors will at all times during the continuance of this security keep the fixtures, plant, and machinery included herein insured against loss or damage by fire, in the sum of £—, at least, in the — Insurance Office, or in some other Insurance Office to be approved of by the mortgagees, and will produce to the mortgagees on demand the policy of such insurance, and the receipt for every premium payable in respect thereof: AND ALSO will at all times during the continuance of this security pay the rents reserved by the lease of the said colliery and premises, and also pay all rates and taxes payable in respect thereof, and will produce to the mortgagees on demand the last receipts for such rents, rates, and taxes: AND IT IS HEREBY DECLARED that if default shall be made in payment of the principal moneys and interest hereby secured, or any part thereof, at the time hereby appointed for payment thereof, or if any other default or event mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then and in any such case, but not otherwise, it shall be lawful for the mortgagees at any time thereafter, by themselves or their agents or servants, to enter into and upon the said colliery, mines, and works, or any land used in connection therewith, and to seize and take possession of the things hereby assigned, or any of them, and on or at any time after the expiration of five days from such seizure to sell the things hereby assigned, or any of them, and for that purpose to detach and remove any fixtures from the freehold to which they shall be attached, such sale to be either by public auction or private contract, with liberty, &c. (*rest of power of sale and declaration of trust of purchase-money as in Precedent No. I., supra, substituting "mortgagees" for "mortgagors"*): AND IT IS HEREBY LASTLY DECLARED that all powers and remedies hereby conferred on the mortgagees shall devolve on their executors, administrators, and assigns.

IN WITNESS, &c.

OF MA-
CHINERY,
ETC.,
TO SECURE
PRESENT
AND
FUTURE
ADVANCES.

to permit
mortgagees
to inspect;
to insure;

to pay
rents,
rates, and
taxes.

Power to
take pos-
session in
case of
default,

and to sell.

Powers of
mortgagee
to devolve
on execu-
tors.

THE SCHEDULE ABOVE REFERRED TO.

No. IV.

**FREEHOLD
FACTORY
AND TRADE
MA-
CHINERY.**

**MORTGAGE of a FREEHOLD WORKSHOP or FACTORY
and the TRADE MACHINERY and PLANT about the
same (a).**

Parties.

**Mortgagors
convey and
assign fac-
tory and
buildings,
and trade
machinery,
&c., unto
mortgagee.**

**Proviso for
redemp-
tion.**

**Mort-
gagors
assign
plant, &c.
specifically
described
and plant,
&c. to be
substituted
to mort-
gagee to
secure
payment of
money.**

**Power to
take pos-
session in
case of
default and
to sell.**

THIS INDENTURE, made the — day of —, **BETWEEN** A. B., of, &c., and C. D., of, &c. (hereinafter called "the mortgagors") of the one part, and E. F., of, &c. (hereinafter called "the mortgagee") of the other part: **WITNESSETH**, that in consideration, &c. (*the receipt, &c.*), the mortgagors, as beneficial owners, hereby convey unto the mortgagee, **ALL** that messuage or tenement, and the factory and buildings connected therewith, situate at, &c., known as "the — Factory," at which the mortgagors carry on the trade or business of —, which premises were conveyed unto and to the use of the mortgagors, in fee simple, by an indenture dated, &c., and made, &c.: **TO HOLD** the same unto and to the use of the mortgagee in fee simple: **PROVIDED** ALWAYS, that if the sum of £—, with interest thereon, shall be paid on the — day of — next, according to the covenant in that behalf hereinafter contained, the said premises shall at the request and cost of the mortgagors be reconveyed to them in fee simple or as they shall direct: **AND THIS INDENTURE ALSO WITNESSETH**, that for the consideration aforesaid the mortgagors hereby assign unto the mortgagee, **ALL AND SINGULAR** the plant, trade machinery, chattels, and things now being in or upon or belonging to the said premises specifically described in the schedule hereunto annexed (except such, if any, of the things mentioned in the said schedule as being in the nature of fixtures are included in the conveyance of the said freehold messuage and hereditaments hereinbefore contained): **AND ALSO** (by way of assignment and not of exception) all such plant and trade machinery as may at any time hereafter during the continuance of this security be used in or attached to or brought upon the said premises in substitution for any of the like plant or trade machinery specifically described in the said schedule, and shall not be in the nature of fixtures so as to be included in the conveyance hereinbefore contained: **TO HOLD** the same unto the mortgagee by way of security for the payment of the sum of £—, with interest thereon according to the covenant hereinafter contained (*Covenant by A. B. and C. D. to pay principal and interest, Prec. No. I. & No. III.*): **AND IT IS HEREBY DECLARED** that if default shall be made in payment of the said sum of £— or the interest thereof, or any part thereof, on the — day of —

(a) This mortgage will require registration as a bill of sale as regards such of the fixtures as are trade machinery within section 5 of the Bills of Sale Act, 1878, and as regards all plant not being fixtures.

next, or if any other default or event mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then and in any such case, but not otherwise, it shall be lawful for the mortgagee, at any time or times thereafter, by himself or his agents or servants, to enter into and upon the hereditaments hereby conveyed, and to seize and take possession of the things hereby assigned, or any of them, and to sell the said hereditaments and things, or any of them, or any part thereof, either together or in lots, and either by public auction or private contract, but so that as regards the things hereby assigned no sale or removal shall be made until the expiration of five days after the seizure thereof, and as to any fixed or moveable machinery, either together with the buildings and land to which they are attached or separately therefrom, with liberty to make any arrangements as to the removal of any fixtures or articles sold separately from the land or buildings, and with liberty also to make such stipulations as to title or otherwise, and to buy in at sales by auction, and to rescind contracts, and to resell without being answerable for any loss arising thereby, and to execute assurances, give effectual receipts for the purchase-money, and do all other acts and things for carrying into effect any such sale as the mortgagee shall think fit: AND IT IS HEREBY DECLARED that the mortgagee shall, with and out of the moneys to arise from any such sale as aforesaid, in the first place pay the costs and expenses attending such sale or otherwise incurred in relation to this security, and in the next place retain and pay the moneys then owing on this security, and shall pay the surplus (if any) to the mortgagors: AND THE mortgagors hereby jointly and severally further covenant with the mortgagee that the mortgagors, their heirs, executors, administrators, and assigns, will at all times during the continuance of this security, keep the buildings, plant, and machinery comprised herein insured against loss or damage by fire, in some insurance office or offices approved of by the mortgagee in the sum of £—— at the least; the same sum to be apportioned between the said buildings and the said plant and machinery in such manner as the mortgagee shall approve: AND will produce to the mortgagee, on demand, the policy of such insurance, and the receipt for every premium payable in respect thereof: AND ALSO will, at all times during the continuance of this security, keep all the said buildings, plant, and machinery, in good and substantial repair and working order, and from time to time replace and reinstate the same, so that the value thereof shall not be diminished: AND ALSO that they, the mortgagors, will not remove any of the things hereby assigned from the premises except in the ordinary course of their trade or business without the consent of the mortgagee, and will permit, &c. (*Mortgagee to inspect, supra, Prec. No. III.*): AND IT IS HEREBY LASTLY

**FREEHOLD
FACTORY
AND TRADE
MA-
CHINERY.**

Declara-
tion of
trust of
purchase-
money.

Joint and
several
covenant
by mort-
gagors to
insure
against
fire, to
keep build-
ings, &c. in
repair;

and to
keep pro-
perty in
repair;

and not to
remove
chattels.

**FREEHOLD
FACTORY
AND TRADE
MA-
CHINERY.** DECLARED, that all powers and rights hereby conferred on the mortgagee shall devolve on his executors, administrators, and assigns.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

No. V.

**LEASEHOLD
PREMISES
AND PLANT.**

MORTGAGE of LEASEHOLD PREMISES, with MACHINERY and PLANT (a).

Parties.

THIS INDENTURE, made the — day of —, BETWEEN A. B., of, &c., and C. D., of, &c. (hereinafter called "the mortgagors") (*mortgagors*), of the one part, and E. F., of, &c. (hereinafter called "the mortgagee") (*mortgagee*), of the other part: (*Recite lease setting out the parcels as in the lease,—*

**Witnessing
part.**

agreement for loan): NOW THIS INDENTURE WITNESSETH, that in consideration, &c. (*the receipt, &c.*), THE

Mortgagors demise leasehold messuages, &c., to mortgagees for residue of term, except last day.

mortgagors, as beneficial owners, hereby demise unto the mortgagee, ALL the messuages or tenements, buildings, and premises comprised in the hereinbefore recited indenture of lease, To HOLD the same unto the mortgagee for all the residue now unexpired of the said term of — years created by the said indenture of lease (except the last day thereof): PROVIDED ALWAYS that the foregoing demise shall be void if the sum of £— with interest thereon, shall be paid on the — day of — next, according to the covenant in that behalf hereinafter contained: AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid,

Proviso for redemption.

the mortgagors, as beneficial owners, hereby assign unto the mortgagees, ALL the plant, trade machinery, chattels and things in or about or belonging to the said leasehold premises which are specifically described in the schedule hereunto annexed: AND ALSO all the plant and trade machinery which

Mortgagors assign plant, trade machinery, &c., and plant, and trade machinery, &c., to be substituted

at any time during the continuance of this security shall be used in, attached to, or brought upon the said leasehold premises, or any part thereof, in substitution for any of the like plant or trade machinery specifically described in the said schedule: [And also all chattels and things (other than plant and trade machinery) which at any time during the continuance of this security shall be used in or brought upon the said leasehold premises in substitution for or in addition to any chattels or things specifically described in the said schedule (b)]: To HOLD the same unto the mortgagee by way of security for the payment of the sum of £—, with interest thereon, according to the covenant in that behalf

to mortgagees to secure payment of money.

(a) This deed will require registration as regards such fixtures as are trade machinery within section 5 of the Bills of Sale Act, 1878, and as regards all plant not being fixtures.

(b) See note (b), *supra*, *Proc. No. I.*

hereinafter contained (*Covenant by mortgagors to pay principal and interest, to insure against fire, and not to remove things*) (power to take possession and sell and trusts of purchase-money as in last Precedent, substituting "demised" for "conveyed," and omitting "heirs," *suprà*, *Prec. No. IV.*): AND IT IS HEREBY DECLARED that after a sale made under the foregoing power the mortgagors shall stand possessed of the last day of the term granted by the said indenture of lease in trust for the purchaser, and to be assigned and disposed of as he may direct (*devolution of mortgagee's rights, suprà, Prec. No. IV.*).

LEASEHOLD
PREMISES
AND PLANT.

In case of
sale last
day of term
to be held
for pur-
chaser.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

No. VI.

BILL of SALE by way of MORTGAGE of present and future GROWING CROPS and FARMING STOCK, without any INTEREST in the LAND (*a*).

GROWING
CROPS AND
FARMING
STOCK.

THIS INDENTURE, made the — day of —, BETWEEN A. B., of, &c. (hereinafter called "the mortgagor"), of the one part, and C. D., of, &c. (hereinafter called "the mortgagee"), of the other part, WITNESSETH, that in consideration, &c. (*the receipt, &c.*), THE mortgagor, as beneficial owner, hereby assigns unto the mortgagee, ALL the crops of grass, wheat, and barley, and other crops now growing in or upon the farm and lands called —, situate, &c., now in the occupation of the mortgagor under an indenture of lease dated the — day of —, and made between — of the one part, and the mortgagor of the other part: AND ALSO all chattels and things upon or belonging to the said farm and lands which are specifically described in the schedule hereunto annexed: [AND ALSO all chattels and things which at any time during the continuance of this security shall be used in or brought upon the said farm and lands in substitution for or in addition to any chattels or things specifically described in the said schedule (*b*):] To HOLD the same unto the mortgagor by way of security for the payment of the sum of £— with interest thereon according to the covenant hereinafter contained: AND, &c. (*Covenant by mortgagor to pay principal and interest, suprà*): AND IT IS HEREBY DECLARED that if default shall be made in payment of the said sum of £—, or the interest thereof, or any part thereof, on the — day of — next, or if any other default or event

Parties.

Witnessing
part.
Mortgagor
assigns
present and
future
crops,

and chat-
tels in
schedule
and after-
acquired
chattels,
to mort-
gagee.

Power to
mortgagee
to take
possession,
mow, reap,

(*a*) This deed will require registration.

(*b*) This bill of sale is void, except as against the grantor and those claiming under him by representation or assignment, as regards the things described within brackets.

**GROWING
CROPS AND
FARMING
STOCK.**

carry
away, and
sell, in
case of
default.

mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then and in any such case, but not otherwise, it shall be lawful for the mortgagee, at any time thereafter, by himself, his agents and servants, and either with or without horses, carts, and carriages, to enter into and upon the said farm, and to seize and take possession of the said chattels hereby assigned, and to mow, reap, and gather the said crops, and carry away the same: AND also to sell the said crops, chattels, and things either by public auction or private contract, but so that the same shall not be removed or sold until the expiration of five days after the seizure thereof, with liberty, &c. (*Power of sale and declaration of trust of purchase-money, and clause as to devolution of mortgagee's powers, supra, Prec. No. I.*).

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

—
No. VII.

**BY INN-
KEEPER, OF
GOODWILL
AND STOCK
IN TRADE.**

BILL of SALE by way of MORTGAGE by an INN-KEEPER of the GOODWILL of his BUSINESS, and of his STOCK IN TRADE AND EFFECTS by way of COLLATERAL SECURITY for principal money and interest secured by a MORTGAGE of the LEASEHOLD PREMISES where the business is carried on.—POWERS to SELL and LEASE.

Parties. THIS INDENTURE, made the — day of —, BETWEEN A. B., of, &c. (*mortgagor*) (hereinafter called "the mortgagor"), of the one part, and C. D., of, &c. (*mortgagee*) (hereinafter called "the mortgagee"), of the other part,

That mort- WHEREAS the mortgagor has for some time carried on the
gagor has business of an inn or tavern keeper at or in certain leasehold
carried on premises situate in — street, in the town of —, called
business at "The Ship Inn:" AND WHEREAS the mortgagor has re-
leasehold requested the mortgagee to lend to him the sum of £—,
premises. which the mortgagee has agreed to do upon having the re-
Agreement payment thereof with interest secured by a mortgage of the
for loan. said leasehold premises, and also by a mortgage of the good-
will of the said premises, and of the stock in trade and effects
thereof, in the manner hereinafter expressed: AND WHEREAS
the mortgagee has accordingly paid to the mortgagor the sum
of £—, and in consideration thereof and in part pursuance
of the said agreement, the mortgagor has by an indenture
bearing even date with these presents (and duly impressed
with an *ad valorem* stamp duty upon a mortgage for £—),
assigned the said leasehold premises unto the mortgagee, by
way of mortgage to secure the payment of the said sum of

Advance
and mort-
gage of
heredita-
ments by
deed of
even date.

£—, with interest for the same after the rate of £— per cent. per annum: NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £— paid by the mortgagee to the mortgagor as aforesaid, THE mortgagor, as beneficial owner, hereby assigns unto the mortgagee, ALL THAT the goodwill and interest of him the mortgagor in the business of an inn or tavern keeper as the same is carried on at or in the said premises in — street in the town of —, called "The Ship Inn," and in any subsidiary trade or trades, business or businesses carried on at or in the said premises in connection with the said business of an inn or tavern keeper, and the wine and spirit licences belonging to the said premises, and the full benefit and advantage thereof: AND ALSO all the trade fixtures, plant, and things now belonging to or used in or about the said premises called "The Ship Inn," specifically described in the schedule hereunto annexed: AND ALSO all fixtures and plant which at any time during the continuance of this security shall be used in, attached to, or brought upon the premises called "The Ship Inn," in substitution for any of the like fixtures or plant specifically described in the said schedule: [AND ALSO all chattels and things (not being fixtures or plant) which at any time during the continuance of this security shall be used in or brought into "The Ship Inn," in substitution for or in addition to any chattels or things specifically described in the said schedule(a):] To HOLD the same unto the mortgagee, by way of security for the payment to the mortgagee, on the — day of — next, of the sum of £—, with interest thereon after the rate of £— per cent. per annum, computed from the date of these presents(b): AND SO THAT if the principal sum shall not be paid on that day, interest after the rate aforesaid shall continue to be paid thereon while unpaid by equal half-yearly [or quarterly or monthly] payments on the — day of — and the — day of —: AND the mortgagor hereby covenants with the mortgagee that he will not during the continuance of this security remove the things hereby assigned, or any of them, from or out of the said premises called "The Ship Inn," except for the purpose of substituting

BY INN-KEEPER, OF GOODWILL AND STOCK IN TRADE.

Witnessing part.

Mortgagor assigns goodwill of business,

and fixtures and chattels, described in schedule, and to be substituted,

to mortgagee.

Proviso that mortgagor shall not remove chattels except to substitute others,

(a) This bill of sale is void, except as against the grantor and those claiming under him by representation or assignment, in respect of the things described within the brackets.

In a case in which a grantor by the bill of sale assigned the stock then in the premises or which should thereafter be brought thereon, it was held that the grantor had an implied licence until the grantee should take possession to carry on his business in the ordinary course of business. *National Mercantile Bank v. Hampson*, 5 Q. B. D. 177. See also *Taylor v. McKeand*, 5 C. P. D. 358; *Walker v. Clay*, W. N. 1880, p. 53.

(b) It is assumed that the recited mortgage deed contains the usual covenants to pay principal and interest.

BY INN-
KEEPER, OF
GOODWILL
AND STOCK
IN TRADE.

without
consent,
and that
mortgagee
may enter,
inspect, &c.
Power to
mortgagee
in case of
default,
to enter
and take
possession,

and to sell,

with power
to buy in
and rescind
contracts,

and to give
time for
payment of
purchase-
money, &c.

other things in their place of equal or greater value, and except as to consumable provisions in the ordinary course of business, without the consent of the mortgagee: AND THAT the mortgagee shall be at liberty at all reasonable times to enter into and upon the said premises called "The Ship Inn," for the purpose of inspecting the things hereby assigned, and the state and condition thereof (*Covenant to insure, supra, Prec. No. 1.*): AND IT IS HEREBY DECLARED, that if default shall be made in payment of the said sum of £—, or the interest thereof, or any part thereof, on the said — day of — next, or if any other default or event mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then and in any such case, but not otherwise, it shall be lawful for the mortgagee, at any time or times thereafter, either by himself or his agents or servants, to enter into and upon the said premises called "The Ship Inn," or any part thereof, or any other place or places in which the fixtures, plant, chattels, and things hereby assigned, or any of them, shall be or shall be supposed to be, and to seize and take possession of the said fixtures, plant, chattels, and things: AND also to sell the said goodwill, fixtures, plant, chattels and things hereby assigned, or any of them, or any part or parts thereof respectively, either together or in lots, and either by public auction or private contract, and either upon the said premises called "The Ship Inn" or elsewhere, but so that no sale or removal shall be made of any of the things hereby assigned until the expiration of five days after the seizure thereof, with liberty for the mortgagee to detach any fixtures from the said premises for the purpose of the sale: AND ALSO at any time or times after the expiration of five days after such seizure as aforesaid, and either preparatory to a sale or otherwise, to let the fixtures, plant, chattels, and things hereby assigned, or any of them, with the said premises called "The Ship Inn," either from year to year or for any term or terms of years, and either with or without taking a premium for the making thereof respectively, and at such yearly or other rent or rents, and under and subject to such covenants and conditions, and generally upon such terms as he shall think fit: AND ALSO to buy in any premises which may be put up for sale by auction, and to rescind or vary any contract for the sale, letting, or leasing of the said premises, or any part thereof, and to re-sell, re-let, and redemise the premises which shall be so bought in, or the contract for the sale, letting, or leasing whereof may be so rescinded as aforesaid, without being answerable for any loss occasioned thereby or consequent thereon, and also upon any such sale, letting, or leasing as aforesaid, to give time for the payment of the purchase-money or premiums, or any part or parts thereof respectively, and upon such security, personal or otherwise, or without security, as he may think fit, and

also to execute any deed or deeds, to give effectual receipts for any purchase-money, premiums, or other moneys, and to do all other acts and things for completing any sale, letting, or lease which the mortgagee shall think proper: AND IT IS HEREBY DECLARED, that the mortgagee shall, with and out of the purchase-moneys, rent, premiums, or other consideration moneys to arise from any such sale, letting, or lease, as aforesaid, in the first place pay and retain the costs and expenses attending such sale, letting, or lease, or otherwise incurred in relation to this security, and in the next place pay and satisfy the moneys which shall then be owing on the security of these presents, and shall pay the surplus (if any) to the mortgagor. (*Clause as to devolution of mortgagee's powers, supra, Prec. No. IV.*)

BY INN-KEEPER, OF GOODWILL AND STOCK-IN TRADE.

Trusts of purchase-money, rent, &c.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

No. VIII.

BILL of SALE of CHATTELS by a TRADER to a BANKING COMPANY to secure the BALANCE of his ACCOUNT CURRENT.

TO BANKING COMPANY TO SECURE BALANCE OF ACCOUNT CURRENT.

THIS INDENTURE, made the — day of —, BETWEEN A. B., of, &c. (hereinafter called "the mortgagor") (*mort-gagor*), of the one part, and the — Banking Company, Limited, (hereinafter called "the company"), of the other part: WHEREAS the mortgagor has opened an account with the company at their branch bank in —, and has agreed to give such security in respect thereof as is hereinafter expressed: NOW THIS INDENTURE WITNESSETH, that in consideration of the premises, the mortgagor hereby covenants with the company that he the mortgagor will on demand, or if no demand shall be made in his lifetime then his heirs, executors, or administrators, will within one calendar month after his death without any such demand pay to the company the sum of money for the time being owing from him on his account current with the company (including interest, with half-yearly rests, commission, and other customary charges): AND if at the time when this account current is closed a balance shall be owing from him thereon, then will pay to the company interest thereon while the same shall remain unpaid after the rate of £5 per cent. per annum, computed from the time when such balance shall be ascertained: AND THIS INDENTURE ALSO WITNESSETH, that in consideration of the premises, THE mortgagor, as beneficial owner, hereby assigns unto the company, ALL the chattels and things specifically described in the schedule hereto annexed: To HOLD the same unto the company by way of security for the payment to the company of all moneys here-

Parties.
Recite that mortgagor has opened account.
Agreement for security.
Witnessing part.
Mortgagor covenants to pay to company all moneys owing on account current, and to pay interest on final balance.
Second witnessing part.
Mortgagor assigns

TO
BANKING
COMPANY
TO SECURE
BALANCE
OF ACCOUNT
CURRENT.

chattels
to banking
company.
Subject to
proviso for
redemp-
tion.

Power to
take pos-
session and
sell in case
of default.

inbefore covenanted to be paid to them (*Covenant by mort-
gagor not to remove chattels, to insure, and produce receipts,
supra, Prec. No. I.*): AND IT IS HEREBY DECLARED, that if
default shall be made in payment of the money hereby
secured at the time hereby provided for payment thereof, or if
any other default or event mentioned as a cause of seizure in
section 7 of the Bills of Sale Act (1878) Amendment Act, 1882,
shall be made or happen, then and in any such case, but not
otherwise, it shall be lawful for the company, at any time or
times thereafter to, &c. (*take possession and sell,—declaration
of trusts of purchase-money,—as in Precedent No. I., supra.*)

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

EXTRACTS FROM THE RULES OF THE SUPREME COURT, 1883.

The following Orders and Rules may be cited as "The Rules of the Supreme Court, 1883;" they shall come into operation on the 24th day of October, 1883, and shall also apply, so far as may be practicable (unless otherwise expressly provided), to all proceedings taken on or after that day in all causes and matters then pending.

Order
XXXVIII.
rr. 1—3.

ORDER XXXVIII.

I. AFFIDAVITS AND DEPOSITIONS.

1. Upon any motion, petition, or summons evidence may be given by affidavit; but the Court or a Judge may, on the application of either party, order the attendance for cross-examination of the person making any such affidavit.

2. Every affidavit shall be intitled in the cause or matter in which it is sworn; but in every case in which there are more than one plaintiff or defendant, it shall be sufficient to state the full name of the first plaintiff or defendant respectively, and that there are other plaintiffs or defendants, as the case may be; and the costs occasioned by any unnecessary prolixity in any such title shall be disallowed by the taxing officer.

3. Affidavits shall be confined to such facts as the witness is able of his own knowledge to prove, except on interlocutory motions, on which statements as to his belief, with the grounds thereof, may be admitted. The costs of every affidavit which shall unnecessarily set forth matters of hearsay, or argumentative matter, or copies of or extracts from documents, shall be paid by the party filing the same.

4. Affidavits sworn in England shall be sworn before a Judge, District Registrar, Commissioner to administer oaths, or officer empowered under these Rules to administer oaths. **Order XXXVIII. rr. 4—10.**

5. Every Commissioner to administer oaths shall express the time when and the place where he shall take any affidavit, or the acknowledgment of any deed, or recognizance; otherwise the same shall not be held authentic, nor be admitted to be filed or enrolled without the leave of the Court or a Judge; and every such Commissioner shall express the time when, and the place where, he shall do any other act incident to his office.

6. All examinations, affidavits, declarations, affirmations, and attestations of honour in causes or matters depending in the High Court, and also acknowledgments required for the purpose of enrolling any deed in the Central Office, may be sworn and taken in Scotland or Ireland or the Channel Islands, or in any colony, island, plantation, or place under the dominion of Her Majesty in foreign parts, before any Judge, Court, notary public, or person lawfully authorised to administer oaths in such country, colony, island, plantation, or place respectively, or before any of Her Majesty's consuls or vice-consuls in any foreign parts out of Her Majesty's dominions; and the Judges and other officers of the High Court shall take judicial notice of the seal or signature, as the case may be, of any such Court, Judge, notary public, person, consul, or vice-consul, attached, appended, or subscribed to any such examinations, affidavits, affirmations, attestations of honour, declarations, acknowledgments, or to any other deed or document.

7. Every affidavit shall be drawn up in the first person, and shall be divided into paragraphs, and every paragraph shall be numbered consecutively, and as nearly as may be shall be confined to a distinct portion of the subject. Every affidavit shall be written or printed bookwise. No costs shall be allowed for any affidavit or part of an affidavit substantially departing from this rule.

8. Every affidavit shall state the description and true place of abode of the deponent.

9. In every affidavit made by two or more deponents the names of the several persons making the affidavit shall be inserted in the jurat, except that if the affidavit of all the deponents is taken at one time by the same officer it shall be sufficient to state that it was sworn by both (or all) of the "above-named" deponents.

10. Every affidavit or other proof used in Admiralty actions shall be filed in the Admiralty Registry: every affidavit used in Probate actions shall be filed in the Probate Registry: every affidavit used on the Crown side of the Queen's Bench Division shall be filed in the Crown Office Department: every affidavit used in a cause or matter proceeding in a District Registry shall be filed there: and every other affidavit

Order
XXXVIII.
rr. 10—17.

used shall be filed in the Central Office. There shall be appended to every affidavit a note showing on whose behalf it is filed, and no affidavit shall be filed or used without such note, unless the Court or a Judge shall otherwise direct.

11. The Court or a Judge may order to be struck out from any affidavit any matter which is scandalous, and may order the costs of any application to strike out such matter to be paid as between solicitor and client.

12. No affidavit having in the jurat or body thereof any interlineation, alteration, or erasure, shall without leave of the Court or a Judge be read or made use of in any matter depending in Court unless the interlineation or alteration (other than by erasure) is authenticated by the initials of the officer taking the affidavit, or, if taken at the Central Office, either by his initials or by the stamp of that office, nor in the case of an erasure, unless the words or figures appearing at the time of taking the affidavit to be written on the erasure are rewritten and signed or initialled in the margin of the affidavit by the officer taking it.

13. Where an affidavit is sworn by any person who appears to the officer taking the affidavit to be illiterate or blind, the officer shall certify in the jurat that the affidavit was read in his presence to the deponent, that the deponent seemed perfectly to understand it, and that the deponent made his signature in the presence of the officer. No such affidavit shall be used in evidence in the absence of this certificate, unless the Court or a Judge is otherwise satisfied that the affidavit was read over to and appeared to be perfectly understood by the deponent.

14. The Court or a Judge may receive any affidavit sworn for the purpose of being used in any cause or matter, notwithstanding any defect by misdescription of parties or otherwise in the title or jurat, or any other irregularity in the form thereof, and may direct a memorandum to be made on the document that it has been so received.

15. In cases in which by the present practice an original affidavit is allowed to be used, it shall before it is used be stamped with a proper filing stamp, and shall at the time when it is used be delivered to and left with the proper officer in Court or in Chambers, who shall send it to be filed. An office copy of an affidavit may in all cases be used, the original affidavit having been previously filed, and the copy duly authenticated with the seal of the office.

16. No affidavit shall be sufficient if sworn before the solicitor acting for the party on whose behalf the affidavit is to be used, or before any agent or correspondent of such solicitor, or before the party himself.

17. Any affidavit which would be insufficient if sworn before the solicitor himself shall be insufficient if sworn before his clerk, or partner.

ORDER LIV.

APPLICATIONS AND PROCEEDINGS AT CHAMBERS.

Ord. LIV.
rr. 1—9.

I. GENERAL.

1. Every application at Chambers not made *ex parte* shall be made by summons.

2. Every application for payment or transfer out of Court made *ex parte*, and every other application made *ex parte* in which the Judge or proper officer shall think fit so to require, shall be made by summons.

3. Summonses shall not be altered after they are sealed except upon application at Chambers.

4. An originating summons, where service is necessary, shall be served seven clear days before the return thereof. Every other summons shall be served two clear days before the return thereof, unless in any case it shall be otherwise ordered.

5. Where any of the parties to a summons fail to attend, whether upon the return of the summons, or at any time appointed for the consideration or further consideration of the matter, the Judge may proceed *ex parte*, if, considering the nature of the case, he think it expedient so to do; no affidavit of non-attendance shall be required or allowed, but the Judge may require such evidence of service as he may think just.

6. Where the Judge has proceeded *ex parte*, such proceeding shall not in any manner be reconsidered in the Judge's Chambers, unless the Judge shall be satisfied that the party failing to attend was not guilty of wilful delay or negligence; and in such case the costs occasioned by his non-attendance shall be in the discretion of the Judge, who may fix the same at the time, and direct them to be paid by the party or his solicitor before he shall be permitted to have such proceeding reconsidered, or make such other order as to such costs as he may think just.

7. Where a proceeding in Chambers fails by reason of the non-attendance of any party, and the Judge does not think it expedient to proceed *ex parte*, the Judge may order such an amount of costs (if any) as he shall think reasonable to be paid to the party attending by the absent party or by his solicitor personally.

8. Where matters in respect of which summonses have been issued are not disposed of upon the return of the summons, the parties shall attend from time to time without further summons, at such time or times as may be appointed for the consideration or further consideration of the matter.

9. In every cause or matter where any party thereto makes any application at Chambers, either by way of summons or otherwise, he shall be at liberty to include in one and the same application all matters upon which he then desires the order or directions of the Court or Judge; and upon the

Ord. LIV. hearing of such application it shall be lawful for the Court
rr. 9—11, or Judge to make any order and give any directions relative
21—26. to or consequential on the matter of such application as may
 be just; any such application may, if the Judge thinks fit,
 be adjourned from Chambers into Court, or from Court into
 Chambers.

10. A summons other than an originating summons shall be in the Form No. 1 in Appendix K., with such variations as circumstances may require, and shall be addressed to all the persons on whom it is to be served.

II. QUEEN'S BENCH AND PROBATE, DIVORCE AND ADMIRALTY DIVISIONS.

11. In all cases of applications originating in Chambers, a summons shall be prepared by the applicant or his solicitor, and shall be sealed in the Central Office, and in Admiralty actions in the Admiralty Registry, and when so sealed shall be deemed to be issued. The person obtaining a summons shall leave at the Central Office or Admiralty Registry, as the case may be, a copy thereof, which shall be filed, and stamped in the manner required by law.

21. Any person affected by any order or decision of a Master may appeal therefrom to a Judge at Chambers. Such appeal shall be by way of indorsement on the summons by the Master at the request of any party, or by notice in writing to attend before the Judge without a fresh summons, within four days after the decision complained of, or such further time as may be allowed by a Judge or Master.

22. An appeal from a Master's decision shall be no stay of proceeding unless so ordered by a Judge or Master.

23. In the Queen's Bench Division the appeal from a decision of a Judge at Chambers shall be to a Divisional Court.

24. In the Queen's Bench Division, every appeal to the Court from any decision at Chambers shall be by motion, and shall be made within eight days after the decision appealed against, or, if no Court to which such appeal can be made shall sit within such eight days, then on the first day on which any such Court may be sitting after the expiration of such eight days.

25. The following Rules numbered 26 to 29, both inclusive, shall apply to all applications at Chambers in the Queen's Bench Division: but shall not apply to proceedings in District Registries.

26. Unless a Judge otherwise specially directs, summonses for time only shall be returnable at 10.30 in the forenoon, and be heard by the Masters in priority to other business. Other summonses shall, unless a Judge otherwise specially directs, be returnable at successive hours, commencing at 11 in the forenoon. In settling the number of summonses returnable at each hour regard shall be had to the nature of the several applications.

27. Each summons, not being a summons for time only, shall, when issued, be entered by the proper officer in a list. The lists of summonses shall distinguish those which a Master has jurisdiction to hear from those which a Master has not jurisdiction to hear, and those which are to be attended by counsel from those which are not to be so attended. Ord. LIV.
rr. 27—29.

28. The summonses in each list for hearing by a Judge or Master shall be called on in their order. If when a summons is called on neither party appears, the summons shall be passed over until the list for the hour has been gone through. The summonses passed over shall then be called on a second time in their order. If neither party appears to a summons so called on it shall be struck out.

29. An order shall be in the Form No. 2 in Appendix K. with such variations as circumstances require. It shall be sealed, and shall be marked with the name of the Judge or Master by whom it is made.

ORDER LVII.

INTERPLEADER.

Ord. LVII.
rr. 1—4.

1. Relief by way of interpleader may be granted,—

(a) Where the person seeking relief (in this Order called the applicant) is under liability for any debt, money, goods, or chattels, for or in respect of which he is, or expects to be, sued by two or more parties (in this Order called the claimants) making adverse claims thereto :

(b) Where the applicant is a sheriff or other officer charged with the execution of process by or under the authority of the High Court, and claim is made to any money, goods, or chattels taken or intended to be taken in execution under any process, or to the proceeds or value of any such goods or chattels by any person other than the person against whom the process issued.

2. The applicant must satisfy the Court or a Judge by affidavit or otherwise—

(a) That the applicant claims no interest in the subject-matter in dispute, other than for charges or costs; and

(b) That the applicant does not collude with any of the claimants; and

(c) That the applicant is willing to pay or transfer the subject-matter into Court or to dispose of it as the Court or a Judge may direct.

3. The applicant shall not be disentitled to relief by reason only that the titles of the claimants have not a common origin but are adverse to and independent of one another.

4. Where the applicant is a defendant, application for

Ord. LVII. relief may be made at any time after service of the writ of
rr. 4—12. summons.

5. The applicant may take out a summons calling on the claimants to appear and state the nature and particulars of their claims, and either to maintain or relinquish them.

6. If the application is made by a defendant in an action the Court or a Judge may stay all further proceedings in the action.

7. If the claimants appear in pursuance of the summons, the Court or a Judge may order either that any claimant be made a defendant in any action already commenced in respect of the subject-matter in dispute in lieu of or in addition to the applicant, or that an issue between the claimants be stated and tried, and in the latter case may direct which of the claimants is to be plaintiff, and which defendant.

8. The Court or a Judge may, with the consent of both claimants or on the request of any claimant, if, having regard to the value of the subject-matter in dispute, it seems desirable so to do, dispose of the merits of their claims, and decide the same in a summary manner and on such terms as may be just.

9. Where the question is a question of law, and the facts are not in dispute, the Court or a Judge may either decide the question without directing the trial of an issue, or order that a special case be stated for the opinion of the Court. If a special case is stated, Order XXXIV. shall, as far as applicable, apply thereto.

10. If a claimant, having been duly served with a summons calling on him to appear and maintain, or relinquish, his claim, does not appear in pursuance of the summons, or, having appeared, neglects or refuses to comply with any order made after his appearance, the Court or a Judge may make an order declaring him, and all persons claiming under him, for ever barred against the applicant, and persons claiming under him, but the order shall not affect the rights of the claimants as between themselves.

11. Except where otherwise provided by statute, the judgment in any action or on any issue ordered to be tried or stated in an interpleader proceeding, and the decision of the Court or a Judge in a summary way, under Rule 8 of this Order shall be final and conclusive against the claimants, and all persons claiming under them, unless by special leave of the Court or Judge, as the case may be, or of the Court of Appeal.

12. When goods or chattels have been seized in execution by a sheriff or other officer charged with the execution of process of the High Court, and any claimant alleges that he is entitled, under a bill of sale or otherwise, to the goods or chattels by way of security for debt, the Court or a Judge may order the sale of the whole or a part thereof, and direct the application of the proceeds of the sale in such manner and upon such terms as may be just.

13. Orders XXXI. and XXXVI. shall, with the necessary modifications, apply to an interpleader issue; and the Court or Judge who tries the issue may finally dispose of the whole matter of the interpleader proceedings, including all costs not otherwise provided for. Ord. LVII.
rr. 13—15.

14. Where in any interpleader proceeding it is necessary or expedient to make one order in several causes or matters pending in several Divisions, or before different Judges of the same Division, such order may be made by the Court or Judge before whom the interpleader proceeding may be taken, and shall be entitled in all such causes or matters; and any such order (subject to the right of appeal) shall be binding on the parties in all such causes or matters.

15. The Court or a Judge may, in or for the purposes of any interpleader proceedings, make all such orders as to costs and all other matters as may be just and reasonable.

ORDER LXI.

CENTRAL OFFICE.

Ord. LXI.
rr. 2—7.

2. It shall be the special duty of one of the Masters to be present at, and control the business of, the Central Office, and to give the necessary directions with respect to questions of practice and procedure relating to the business thereof. The Masters shall select five of their number to discharge this duty in turn, according to a rota to be fixed by themselves, and each of such Masters according to his turn shall discharge such duty daily for a period of not less than one month at a time.

3. A sufficient number of Masters, not being less than three, shall, except in vacation, attend each day at the Central Office to tax costs. In vacation one Master shall attend daily for that purpose. The taxing Masters shall be selected according to a rota to be fixed by the Masters.

4. The arrangements made under the two last preceding Rules shall be publicly announced in such manner as the Lord Chief Justice of England shall from time to time direct.

5. Every Master, and every first and second-class clerk in the Filing and Record Department, shall, by virtue of his office, have authority to take oaths and affidavits in the Supreme Court.

6. The official seals to be used in the Central Office shall be such as the Lord Chancellor from time to time directs.

7. All copies, certificates, and other documents appearing to be sealed with a seal of the Central Office shall be presumed to be office copies or certificates or other documents issued from the Central Office, and if duly stamped may be received in evidence, and no signature or other formality, except the sealing with a seal of the Central Office, shall be required for the authentication of any such copy, certificate, or other document.

Ord. LXI. 8. It shall not be necessary to enrol any judgment or order, whether dated before or since the commencement of rr. 8, 9, 17—24. the Principal Act.

9. All deeds which by any statute or statutory rule are directed or permitted to be enrolled in any of the courts whose jurisdiction has been transferred to the High Court of Justice may be enrolled in the Enrolment Department of the Central Office.

17. Proper indexes or calendars to the files or bundles of all documents filed at the Central Office shall be kept, so that the same may be conveniently referred to when required; and such indexes or calendars and documents shall, at all times during office hours, be accessible to the public on payment of the usual fee.

18. There shall also be entered in proper books kept for the purpose the time when any certificate is delivered at the Central Office to be filed, with the name of the cause and the date of the certificate; and the like entry shall be made of the time of delivery of every other document filed at the Central Office; and such books shall, at all times during office hours, be accessible to the public on payment of the usual fee.

19. Every judgment, order, certificate, petition, or document made, presented, or used in any cause or matter, shall be distinguished by having plainly written or stamped on the first page thereof the year, the letter, and the number by which the cause or matter is distinguished in the books kept at the Central Office.

20. There shall also be entered in the Cause Books, the date of every judgment, order, and certificate made in every cause or matter.

21. The entry of every judgment and order in such Cause Books in the Chancery Division, shall contain a reference to the date and folio of the Registrar's book in which the judgment or order has been entered.

22. The Registrar of Judgments shall not receive any memorandum of a judgment, execution, *lis pendens*, order, rule, annuity, Crown debt, or other incumbrance, or any memorandum of satisfaction relating to the same, for registration, after the hour of two in the afternoon.

23. The Clerk of Enrolments and each of the following Registrars, namely—

- (a) The Registrar of Bills of Sale;
- (b) The Registrar of Certificates of Acknowledgments of Deeds by Married Women;
- (c) The Registrar of Judgments;

shall, on a request in writing giving sufficient particulars, and on payment of the prescribed fee, cause a search to be made in the registers or indexes under his custody, and issue a certificate of the result of the search.

24. For the purpose of enabling all persons to obtain

precise information as to the state of any cause or matter, and to take the means of preventing improper delay in the progress thereof, the proper officer shall at the request of any person, whether a party or not to the cause or matter inquired after, but on payment of the usual fee, give a certificate specifying therein the dates and general description of the several proceedings which have been taken in such cause or matter in the Central Office. Ord. LXI.
rr. 24—28,
32, 33.

25. The Masters shall execute the office of the Registrar for the purposes of the Bills of Sale Act, 1878, and the Bills of Sale Act, 1878, Amendment Act, 1882, and any one of the Masters may perform all or any of the duties of the Registrar.

26. A memorandum of satisfaction may be ordered to be written upon a registered copy of a bill of sale, on a consent to the satisfaction, signed by the person entitled to the benefit of the bill of sale, and verified by affidavit, being produced to the Registrar, and filed in the Central Office.

27. Where the consent in the last preceding Rule mentioned cannot be obtained, the Registrar may, on application by summons, and on hearing the person entitled to the benefit of the bill of sale, or on affidavit of service of the summons on that person, and in either case on proof to the satisfaction of the Registrar that the debt (if any) for which the bill of sale was made has been satisfied or discharged, order a memorandum of satisfaction to be written upon a registered copy thereof.

28. No affidavit or record of the Court shall be taken out of the Central Office without the order of a Judge or Master, and no *subpœna* for the production of any such document shall be issued.

32. The Forms contained in the Appendices shall be used in or for the purposes of the Central Office, with such variations as circumstances may require.

33. The Masters may from time to time prescribe the use in or for the purpose of the Central Office of such modified or additional forms as may be deemed expedient.

ORDER LXIII.

SITTINGS AND VACATIONS.

Order
LXIII.
rr. 5—7.

5. The days of the commencement and termination of each sitting and vacation shall be included in such sitting and vacation respectively.

6. The several offices of the Supreme Court shall be open on every day of the year, except Sundays, Good Friday, Easter Eve, Monday and Tuesday in Easter week, Whit Monday, Christmas Day, and the next following working day, and all days appointed by proclamation to be observed as days of general fast, humiliation, or thanksgiving.

7. The offices of each District Registrar of the High Court

**Order
LXIII.
rr. 7—10.**

of Justice shall be open on every day and hour in the year on which the offices of the Registrar of the County Court of the place in which the District Registry is situate are required to be kept open.

8. The offices of the Supreme Court (including the Judge's Chambers) shall, save as hereinafter mentioned, close on Saturdays at 2 o'clock.

9. The office hours in the several offices of the Supreme Court, other than the Summons and Order, Crown Office, and Associates Departments of the Central Office, shall be from ten in the forenoon to four in the afternoon, except on Saturday and in vacation, when the offices shall close at two in the afternoon. In the excepted departments the hours shall be from eleven in the forenoon to five in the afternoon, except on Saturday and in vacation, when the hours shall be from eleven in the forenoon to three in the afternoon.

10. The office of the District Registry at Manchester shall not be open in any year on the five days next following Whit Monday.

**Ord. LXIV.
rr. 1—3,
6, 7.**

ORDER LXIV.

TIME.

1. Where by these Rules, or by any judgment or order given or made after the commencement of the Principal Act, time for doing any act or taking any proceeding is limited by months, and where the word "month" occurs in any document which is part of any legal procedure under these Rules, such time shall be computed by calendar months, unless otherwise expressed.

2. Where any limited time less than six days from or after any date or event is appointed or allowed for doing any act or taking any proceeding, Sunday, Christmas Day, and Good Friday shall not be reckoned in the computation of such limited time.

3. Where the time for doing any act or taking any proceeding expires on a Sunday, or other day on which the offices are closed, and by reason thereof such act or proceeding cannot be done or taken on that day, such act or proceeding shall, so far as regards the time of doing or taking the same, be held to be duly done or taken if done or taken on the day on which the offices shall next be open.

6. The day on which an order for security for costs is served, and the time thenceforward until and including the day on which such security is given, shall not be reckoned in the computation of time allowed to plead, answer interrogatories, or take any other proceeding in the cause or matter.

7. The Court or a Judge shall have power to enlarge or abridge the time appointed by these Rules, or fixed by any order enlarging time, for doing any act or taking any proceeding, upon such terms (if any) as the justice of the case

may require, and any such enlargement may be ordered although the application for the same is not made until after the expiration of the time appointed or allowed. Ord. LXIV.
rr. 7, 8,
11, 12.

8. The time for delivering, amending, or filing any pleading, answer, or other document may be enlarged by consent in writing, without application to the Court or a Judge.

11. Service of pleadings, notices, summonses, orders, rules, and other proceedings, shall be effected before the hour of six in the afternoon, except on Saturdays, when it shall be effected before the hour of two in the afternoon. Service effected after six in the afternoon on any weekday except Saturday shall, for the purpose of computing any period of time subsequent to such service, be deemed to have been effected on the following day. Service effected after two in the afternoon on Saturday shall for the like purpose be deemed to have been effected on the following Monday.

12. In any case in which any particular number of days, not expressed to be clear days, is prescribed by these Rules, the same shall be reckoned exclusively of the first day and inclusively of the last day.

ORDER LXV.

Ord. LXV.
rr. 6, 7.

COSTS.

6. In any cause or matter in which security for costs is required, the security shall be of such amount, and be given at such times, and in such manner and form, as the Court or a Judge shall direct.

7. Where a bond is to be given as security for costs, it shall, unless the Court or a Judge shall otherwise direct, be given to the party or person requiring the security, and not to an officer of the Court.

ORDER LXXI.

Order
LXXI.
r. 1.

INTERPRETATION OF TERMS.

1. The provisions of the 100th section of the Principal Act shall apply to these Rules.

In the construction of these Rules, unless there is anything in the subject or context repugnant thereto, the several words hereinafter mentioned or referred to shall have or include the meanings following:—

“Originating Summons” means a summons by which proceedings are commenced without writ:

“Person” includes a body corporate or politic:

“Probate actions” include actions and other matters relating to the grant or recall of probate or of letters of administration other than common form business:

“Proper officer” means an officer to be ascertained as follows:—

(a) Where any duty to be discharged under the Acts or these Rules is a duty which has heretofore been discharged by any officer, such officer

Ord.
LXXI.
rr. 1, 2.

shall continue to be the proper officer to discharge the same :

- (b) Where any new duty is under the Acts or these Rules to be discharged, the proper officer to discharge the same shall be such officer as may from time to time be directed to discharge the same, in the case of an officer of the Supreme Court, or the High Court of Justice, or the Court of Appeal, not attached to any Division, by the Lord Chancellor, and in the case of an officer attached to any Division, by the President of the Division, and in the case of an officer attached to any Judge, by such Judge :

“Master” means a Master of the Supreme Court of Judicature :

“Receiver” includes consignee or manager appointed by or under an order of the Court :

“Taxing officer” means Taxing Master in the Chancery Division, and the Master or person whose duty it is to tax the costs to be taxed in the other Divisions respectively :

“The Principal Act” means the Supreme Court of Judicature Act, 1873 :

“The Acts” means the Supreme Court of Judicature Acts, 1873 to 1879, the Appellate Jurisdiction Act, 1876, and the Supreme Court of Judicature Act, 1881 :

“Central Office” means the Central Office of the Supreme Court of Judicature.

2. In these Rules, unless repugnant to the context, the singular number shall include the plural, and the plural number shall include the singular.

FORMS.

(B. No. 24.)

Sum-
monses
and
Orders,
Form B.24.

AFFIDAVIT ON REGISTRATION OF BILL OF SALE.

In the High Court of Justice.

Division. 18 No.

I, of make oath and say as follows :—

1. The paper writing hereto annexed and marked A is a true copy of a bill of sale, and of every schedule or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof, as made and given and executed by

2. The said bill of sale was made and given by the said on the day of 18

3. I was present and saw the said duly execute the said bill of sale on the said day of 18

4. The said resides at [state residence at time of swearing affidavit] and is [state occupation].

Sum-
monses
and
Orders,
Forms

B. 24—26.

5. The name subscribed to the said bill of sale as that of the witness attesting the due execution thereof is in the proper handwriting of me this deponent.

6. I am a solicitor of the Supreme Court, and reside at

7. Before the execution of the said bill of sale by the said I fully explained to the nature and effect thereof.

Sworn, &c.

(B. No. 25.)

AFFIDAVIT ON REGISTRATION OF BILL OF SALE, UNDER THE
BILLS OF SALE ACT, 1882 (a).

In the High Court of Justice.

Queen's Bench Division. 18 No.

I, of make oath and say as follows:—

1. The paper writing hereto annexed and marked A is a true copy of a bill of sale and of every schedule or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof, as made and given and executed by

2. The said bill of sale was made and given by the said on the day of 18

3. I was present and saw the said duly execute the said bill of sale on the said day of 18

4. The said resides at* and is†

5. The name subscribed to the said bill of sale as that of the witness attesting the due execution thereof is in the proper handwriting of me this deponent, and I reside at and am

* State
residence
at time of
swearing
affidavit.
† State
occupation.

Sworn at the day }
of 18 ,

Before me, a Commissioner to administer oaths in the Supreme Court of Judicature in England.

This affidavit is filed on behalf of

(B. No. 26.)

AFFIDAVIT ON INTERPLEADER.

[Heading as in Form 1.]

I, of the defendant in the above action make oath and say as follows:—

1. The writ of summons herein was issued on the day of 18 , and was served on me on the day of 18 .

2. The action is brought to recover The said
* in my possession, but I claim no interest therein.

* Insert
"is" or
"are."

(a) This form was not included in the Appendix to the Rules of the Supreme Court, 1883. It was in use before the issue of the new Rules, and instructions have since been given by the Masters of the Supreme Court prescribing its continued use.

**Sum-
monses
and
Orders,
Forms
B. 26,
K. 1, 2, 50.**

3. The right to the said subject-matter of this action has been and is claimed* by one who†

4. I do not in any manner collude with the said or with the above-named plaintiff, but I am ready to bring into court or to pay or dispose of the said in such manner as the Court may order or direct.

Sworn, &c.

(K. No. 1.)

SUMMONS (GENERAL FORM).

18 . [*Here put the letter and number.*]

* If claim in writing, make the writing an exhibit.

† State expectation of suit, or that he has already sued.

In the High Court of Justice.

Division.

Between plaintiff, and defendant.

Let all parties concerned attend the Judge [*or Master*] in Chambers on day the day of 18 , at o'clock in the noon, on the hearing of an application on the part of

Dated the day of 18 .

This summons was taken out by of solicitor for

To

(K. No. 2.)

ORDER (GENERAL FORM).

[*Heading as in Form 1.*]

* Insert name of Judge or Master.

*Judge [*or Master*] in Chambers.

Between

Upon hearing , and upon reading the affidavit of filed the day of 18 and

It is ordered and that the costs of this application be

Dated the day of 18 . .

(K. No. 50.)

INTERPLEADER ORDER, No. 1.

18 . [*Here put the letter and number.*]

In the High Court of Justice.

Division.

Between in Chambers.
 Plaintiff,

and Defendant,

and between Claimant,

and Respondent.

Upon hearing and upon reading the affidavit of filed the day of 18 , and

It is ordered that the claimant be barred, that no action be brought against the above-named [sheriff] and that the costs of this application be

Dated the day of 18 .

**Sum-
monses
and
Orders,
Forms,
K. 50—52.**

(K. No. 51.)

INTERPLEADER ORDER, No. 2.

18 . [*Here put the letter and number.*]

In the High Court of Justice.

Division.

in Chambers.

Between

Plaintiff,

and

Defendant,

and

Claimant.

Upon hearing and upon reading the affidavit of
filed the day of 18 , and

It is ordered that the above-named claimant be substituted as defendant in this action in lieu of the present defendant and that the costs of this application be

Dated the day of 18 .

(K. No. 52.)

INTERPLEADER ORDER, No. 3.

18 . [*Here put the letter and number.*]

In the High Court of Justice.

Division.

in Chambers.

Between

Plaintiff,

and

Defendant.

and between

Claimant,

and the said execution creditor, and the sheriff of
Respondents.

Upon hearing and upon reading the affidavit of
filed the day of 18 , and

It is ordered that the said sheriff proceed to sell the goods seized by him under the writ of fieri facias issued herein, and pay the net proceeds of the sale, after deducting the expenses thereof, into Court in this cause, to abide further order herein.

And it is further ordered that the parties proceed to the trial of an issue in the High Court of Justice, in which the said claimant shall be the plaintiff and the said execution creditor shall be the defendant, and that the question to be tried shall be whether at the time of the seizure by the

**Sum-
monses
and
Orders,
Forms,
K. 52-54.**

sheriff the goods seized were the property of the claimant as against the execution creditor.

And it is further ordered that this issue be prepared and delivered by the plaintiff therein within from this date, and be returned by the defendant therein within days, and be tried at

And it is further ordered that the question of costs and all further questions be reserved until the trial of the said issue, and that no action shall be brought against the said sheriff for the seizure of the said goods.

Dated the day of 18 .

(K. No. 53.)

INTERPLEADER ORDER, No. 4.

[*Heading as in Form 52.*]

Upon hearing, &c.

It is ordered that upon payment of the sum of £ into Court by the said claimant within from this date, or upon his giving within the same time security to the satisfaction of the Master [*or as the case may be*] for the payment of the same amount by the said claimant according to the directions of any order to be made herein, and upon payment to the above-named sheriff of the possession money from this date, the said sheriff do withdraw from the possession of the goods seized by him under the writ of fieri facias herein.

And it is further ordered that unless such payment be made or security given within the time aforesaid the said sheriff proceed to sell the said goods, and pay the proceeds of the sale, after deducting the expenses thereof and the possession money from this date, into Court in the cause, to abide further order herein.

And it is further ordered that the parties proceed, &c.

And it is further ordered that this issue, &c.

And it is further ordered that the question of costs, &c.

Dated the day of 18 .

(K. No. 54.)

INTERPLEADER ORDER, No. 5.

[*Heading as in Form 52.*]

Upon hearing, &c.

It is ordered that upon payment of the sum of £ into Court by the said claimant, or upon his giving security to the satisfaction of the Master [*or as the case may be*] for the payment of the same amount by the claimant according to the directions of any order to be made herein, the above-named sheriff withdraw from the possession of the goods seized by him under the writ of fieri facias issued herein.

And it is further ordered that in the meantime, and until such payment made or security given, the sheriff continue in

possession of the goods, and the claimant pay possession money for the time he so continues, unless the claimant desire the goods to be sold by the sheriff, in which case the sheriff is to sell them and pay the proceeds of the sale, after deducting the expenses thereof and the possession money from this date, into Court in the cause, to abide further order herein.

**Sum-
monses
and
Orders,
Forms,
K. 54—57.**

And it is further ordered that the parties proceed, &c.

And it is further ordered that this issue, &c.

And it is further ordered that the question of costs, &c.

Dated the day of 18 .

(K. No. 55.)

INTERPLEADER ORDER, No. 6.

[*Heading as in Form 52.*]

The claimant and the execution creditor having requested and consented that the merits of the claim made by the claimant be disposed of and determined in a summary manner, now upon hearing , and upon reading the affidavit of filed the day of 18 , and

It is ordered that

And that the costs of this application be

Dated day of 18 .

(K. No. 56.)

INTERPLEADER ORDER, No. 7.

[*Heading as in Form 52.*]

Upon hearing , and upon reading the affidavit of filed the day of 18 , and

It is ordered that the above-named sheriff proceed to sell enough of the goods seized under the writ of fieri facias issued in this action to satisfy the expenses of the said sale, the rent (if any) due, the claim of the claimant, and this execution.

And it is further ordered that out of the proceeds of the said sale (after deducting the expenses thereof, and rent, if any), the said sheriff pay to the claimant the amount of his said claim, and to the execution creditor the amount of his execution, and the residue, if any, to the defendant.

And it is further ordered that no action be brought against the said sheriff, and that the costs of this application be

Dated the day of 18 .

(K. No. 57.)

ORDER DISMISSING SUMMONS (GENERALLY).

[*Heading as in Form 1.*]

Upon hearing and upon reading the affidavit of filed the day of 18 , and

It is ordered that the application of be dismissed

Sum-
monses
and
Orders,
Forms,
K. 57, 58,
B. 25a, 25b.

with costs to be taxed and paid by the to the (or,
and that the costs of and occasioned by this application be
the 's in any event).
Dated the day of 18 .

(K. No. 58.)

**SUMMONS FOR ENTRY OF SATISFACTION ON A REGISTERED
BILL OF SALE.**

In the High Court of Justice.

In the matter of a bill of sale by to dated the
day of 18 , and registered on the day
of 18 .

Let all parties concerned attend the Registrar of Bills of
Sale at the Central Office, Royal Courts of Justice, London,
on the day of 18 , at o'clock in the
noon, on the hearing of an application on the part of
that satisfaction be entered on the above-mentioned bill of
sale.

Dated the day of 18 .

This summons was taken out by of
To

THE following forms issued with the Rules of the Supreme
Court, April, 1880, are not provided for by the new Rules.
As, however, they may be required in certain cases and are
in general use, it has been thought expedient to insert them
here as additional forms.

(B. No. 25a.)

AFFIDAVIT OF RE-REGISTRATION OF A BILL OF SALE.

In the High Court of Justice.

Queen's Bench Division.

I, of do swear that a bill of sale, bearing date
the day of 18 , and made between [*insert the
names and description of the parties in the original bill of sale*]
of the one part and of the other part, and a copy
of which said bill of sale was registered on the day
of 18 , is still a subsisting security.

Sworn at this day }
of 18 .

Before me, .

(B. No. 25b.)

**AFFIDAVIT OF EXECUTION OF BILL OF SALE WITH TWO
ATTESTING WITNESSES, ONE NOT BEING A SOLICITOR.**

In the High Court of Justice.

Queen's Bench Division.

I, of , make oath and say as follows:—

1. That the paper writing hereunto annexed marked
is a true copy of a bill of sale, and of every schedule .

or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof, and that the said bill of sale was made and given on the day it bears date, being the day of one thousand eight hundred and

**Sum-
monses
and
Orders,
Forms,
B. 255, 41.**

2. That I was present and did see in the said bill of sale mentioned, and whose name is signed thereto, duly sign and execute the same on the day of in the year aforesaid, and that the said resides at and is a

3. That the said bill of sale was duly attested, and the attesting solicitor, did before its execution by the said explain to him the effect thereof.

4. That the names and set and subscribed as the witnesses attesting the due execution of the said bill of sale are respectively of the proper handwriting of me this deponent and of the said , and that I reside at , and am a , and that the said resides at , and is a solicitor of the Supreme Court of Judicature, and that the said and me this deponent are the only attesting witnesses to the said bill of sale.

Sworn at this day }
of 18 . }

Before me, .

(B. No. 41.)

AFFIDAVIT AND CONSENT TO ENTER SATISFACTION ON BILL OF SALE.

In the High Court of Justice.

Queen's Bench Division.

I , solicitor of the Supreme Court of Judicature, make oath and say as follows:—

1. That the debt, interest and costs for which the bill of sale dated the day of , 18 , from to , a copy of which was registered on the day of 18 , pursuant to the statute in such case made, was granted, have been fully satisfied and discharged by the said , as I have been informed by the said mortgagee [or assignee], and verily believe.

2. That the said did on the day of , 18 , sign the consent hereunto annexed in my presence.

Sworn at , this day }
of , 18 . }

Before me,

*A Commissioner to administer Oaths in the
Supreme Court of Judicature in England.*

I do hereby consent that a memorandum of satisfaction be written upon the registered copy of the bill of sale given for securing the sum of £ , bearing date the day of , 18 , made between and , and

A Solicitor of the Supreme Court of Judicature.

(H. No. 47.)

ORDER FOR ENTRY OF SATISFACTION ON BILL OF SALE.

In the High Court of Justice.

Division.

In the matter of a bill of sale by _____, to _____, dated the _____ day of _____, 18 ____.

Upon hearing _____, and upon reading _____.

It is ordered that satisfaction be entered on the above-mentioned bill of sale.

Dated the day of 18 .

**RULES OF THE SUPREME COURT,
BILLS OF SALE ACTS, 1878 AND 1882.**

1. These Rules may be cited as "The Rules of the Supreme Court, Bills of Sale Acts, 1878 and 1882," and shall stand in lieu of "The Rules of the Supreme Court, December, 1882," which shall be and are hereby annulled.

2. These Rules shall come into operation on the 1st January, 1884.

Abstract. 3. The abstract of the contents of a Bill of Sale, required by the Bills of Sale Act (1878) Amendment Act, 1882, to be transmitted to the Registrar of a County Court, shall be in the form given in the Appendix hereto.

Abstract to be sealed and dated. 4. The abstract shall be sealed with the seal of the Bills of Sale Department of the Central Office of the Supreme Court of Judicature, and dated on the day on which it is transmitted by post to the Registrar of the County Court named therein.

Abstract of re-registered Bills of Sale.

5. Where a Bill of Sale has been re-registered since the 31st October, 1882, or shall be re-registered hereafter under section eleven of the Bills of Sale Act, 1878, an abstract of the re-registration, sealed and dated, shall be transmitted by post to the Registrar of the County Court to which such abstract should have been transmitted had the Bill of Sale been registered under the Bills of Sale Act (1878), Amendment Act, 1882.

6. Where a memorandum of satisfaction has been or shall be written under section fifteen of the Bills of Sale Act, 1878, upon any registered or re-registered copy of a Bill of Sale, an abstract of which has been transmitted to any Registrar of a County Court, a notice of such satisfaction, in the form

in the Appendix hereto, duly sealed and dated, shall be local transmitted to each of the Registrars to whom an abstract of registry. such Bill of Sale shall have been transmitted.

7. The Registrar shall number the abstracts and notices of satisfaction in the order in which they shall respectively be received by him, and shall file and keep them in his office. Abstracts to be numbered and filed.

8. The Registrar shall keep an index, alphabetically arranged, in which he shall enter under the first letters of the surname of the mortgagor or assignor such surname with his Christian name or names, address, and description, and the number which he has affixed to the abstract. Index, how to be kept.

9. Upon the receipt of a notice of satisfaction the Registrar shall enter the notice of satisfaction on the abstract of the Bill to which it relates, and shall note in the index against the name of the mortgagor or assignor the fact of the satisfaction having been entered. Satisfaction to be noted in index.

10. The Registrar shall allow any person to search the index at any time during which he is required by the County Court Rules for the time being to keep his office open, upon payment by such person of one shilling; and to make extracts from the abstract or notice of satisfaction upon payment of one shilling for each abstract or notice of satisfaction inspected. Search and inspection of abstract.

11. The Registrar shall also, if required, cause an office copy to be made of any abstract or notice of satisfaction, and shall be entitled for making, marking, and sealing the same to the same fee as is payable in the Bills of Sale Department of the Central Office of the Supreme Court of Judicature—viz., sixpence per folio. Office copy of abstract.

12. Every first and second class clerk in the Bills of Sale Department of the Central Office of the Supreme Court of Judicature shall, by virtue of his office, have authority to take oaths and affidavits in matters relating to that department. Authority to take oaths.

(Signed) SELBORNE, C.
COLERIDGE, C. J.
N. LINDLEY, L. J.
EDW. FRY, L. J.
C. E. POLLOCK, B.
H. MANISTY, J.

25th December, 1883.

No. 1.—ABSTRACT.
LOCAL REGISTRATION OF BILLS OF SALE.

Satisfaction Entered.	No.	Mortgagor or Assignor.	Residence and Occupation.	Mortgagee or Assignee.	Nature of Instrument and Consideration.	Nature of Property Assigned.	Amount Secured, and how Repayable.	Rate of Interest.	Date of Instrument.	Date of Registration.	Date of Filing Affidavit of Renewal.
									188 .	188 .	188 .

To the Registrar of the County Court of _____
holden at _____ Sent on the _____ day of _____, 188 .
L.s.

No. 2.—NOTICE OF SATISFACTION.
Bills of Sale Registry,
Royal Courts of Justice, London.

To _____ 188 .

Registered [or re-registered] 188 .
Abstract transmitted 188 .
Satisfaction entered 188 .

TAKE NOTICE THAT,
A Memorandum of Satisfaction to the above Bill of Sale was entered on the Register on the above date.
(Signed)

To the Registrar of the County Court of _____
holden at _____ Sent on the _____ day of _____, 188 .
L.s.

RULES UNDER SECTION II. OF THE CONVEYANCING ACT, 1882.

1. Every requisition for an official search shall state the name and address of the person requiring the search to be made. Every requisition and certificate shall be filed in the office where the search was made.

2. Every person requiring an official search to be made pursuant to section 2 of the Conveyancing Act, 1882, shall deliver to the officer a declaration according to the Forms I. and II. in the Appendix, purporting to be signed by the person requiring the search to be made, or by a solicitor, which declaration may be accepted by the officer as sufficient evidence that the search is required for the purposes of the said section. The declaration may be made in the requisition, or in a separate document.

3. Requisitions for searches under section 2 of the Conveyancing Act, 1882, shall be in the Forms III. to VI. in the Appendix, and the certificates of the results of such searches shall be in the Forms VII. to X., with such modifications as the circumstances may require.

4. Where a certificate, setting forth the result of a search in any name has been issued, and it is desired that the search be continued in that name to a date not more than one calendar month subsequent to the date of the certificate, a requisition in writing in the Form XI. in the Appendix, may be left with the proper officer, who shall cause the search to be continued, and the result of the continued search shall be indorsed on the original certificate, and upon any office copy thereof which may have been issued, if produced to the officer for that purpose. The indorsement shall be in the Form XII. in the Appendix, with such modifications as circumstances require.

5. Every person shall, upon payment of the prescribed fee, be entitled to have a copy of the whole or any part of any deed or document enrolled in the Enrolment Department of the Central Office:

APPENDIX.

FORM I.—DECLARATION BY SEPARATE INSTRUMENT AS TO PURPOSES OF SEARCH.

Supreme Court of Judicature,

Central Office.

To the Clerk of Enrolments,

or The Registrar of

Royal Courts of Justice,

London.

In the matter of A. B. and C. D.

I declare that the search (or searches) in the name (or names) of _____ required to be made by the requisition for

search dated the is (or are) required for the purposes of a sale (or mortgage, or lease, or as the case may be), by A. B. to C. D.

Signature,)
Address, and)
Description)

Dated .

**FORM II.—DECLARATION AS TO PURPOSES OF SEARCH
CONTAINED IN THE REQUISITION.**

I declare that the above-mentioned search is required for the purposes of a sale (or mortgage, or lease, or as the case may be), by A. B. to C. D.

**FORM IV.—REQUISITION FOR SEARCH IN THE BILLS OF
SALE DEPARTMENT UNDER THE CONVEYANCING ACT,
1882, s. 2.**

Supreme Court of Judicature,
Central Office,
Requisition for Search.
To the Registrar of Bills of Sale,
Royal Courts of Justice,
London.

In the matter of A. B. and C. D.

Pursuant to section 2 of the Conveyancing Act, 1882, search for instruments registered or re-registered as bills of sale during the period from 18 to 18 both inclusive, in the following name (or names).

Surname.	Christian Name or Names.	Usual or last known Place of Abode.	Title, Trade, or Profession.

(Add declaration, Form II.)

(State if an office copy of the certificate is desired, and whether it is to be sent by post or called for.)

Signature, address, and)
description of person)
requiring the search)

Dated .

FORM VIII.—CERTIFICATE OF SEARCH BY THE REGISTRAR
OF BILLS OF SALE UNDER THE CONVEYANCING ACT,
1882.

Supreme Court of Judicature,
Central Office,
Bills of Sale Department.

Certificate of Search pursuant to sect. 2 of the Conveyancing
Act, 1882.

In the matter of A. B. and C. D.

This is to certify that a search has been diligently made in
the Register of Bills of Sale in the name (or names) of
for the period from 18 to 18 both inclusive,
and that no instrument has been registered or re-registered
as a bill of sale in that name (or in any one or more of those
names) during that period, or, and that except the
described in the schedule hereto, no instrument has been
registered or re-registered as a bill of sale in that name (or in
any one or more of those names) during the period aforesaid.

The SCHEDULE.

Dated .

FORM XI.—REQUISITION FOR CONTINUATION OF SEARCH
UNDER THE CONVEYANCING ACT, 1882.

Supreme Court of Judicature,
Central Office,
Requisition for Continuation of Search.

To the Clerk of Enrolments,
or The Registrar of
Royal Courts of Justice,
London, W.C.

In the matter of A. B. and C. D.

Pursuant to section 2 of the Conveyancing Act, 1882,
continue the search for [], made pursuant to the
requisition dated the day of 18, in the name
(or names) of , from the day of to the
day of 18, both inclusive.

Signature, address, and
description of person
requiring the search. }

Dated .

FORM XII.—CERTIFICATE OF RESULT OF CONTINUED
SEARCH UNDER THE CONVEYANCING ACT, 1882, s. 2, TO
BE INDORSED ON ORIGINAL CERTIFICATE.

This is to certify that the search (or searches) mentioned
in the within-written certificate has (or have) been diligently
continued to the day of 18, and that up to and
including that date [except the mentioned in the
schedule hereto (*these words to be omitted where nothing is*

found)], no deed or other document has been enrolled, or no instrument has been registered or re-registered, as a bill of sale, or no certificate has been filed, or no judgment, revival, decree, order, rule, *lis pendens*, judgment at the suit of the Crown, statute, recognisance, Crown bond, inquisition, acceptance of office, execution or annuity, has been registered or re-registered in the within-mentioned name (or in any one or more of the within-mentioned names).

Dated

THE BILLS OF SALE ACT, 1854.

17 & 18 VICT. c. 36.

Act, 1854, *An Act for preventing Frauds upon Creditors by Secret Bills of Sale of Personal Chattels.*

s. 1.

[10th July, 1854.]

WHEREAS frauds are frequently committed upon creditors by secret bills of sale of personal chattels, whereby persons are enabled to keep up the appearance of being in good circumstances and possessed of property, and the grantees or holders of such bills of sale have the power of taking possession of the property of such persons, to the exclusion of the rest of their creditors: for remedy whereof, be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the authority of the same, as follows:

Bills of sale to be void, unless the same or a copy thereof be filed within twenty-one days, in like manner as warrants of attorney.

1. Every bill of sale of personal chattels made, after the passing of this Act, either absolutely or conditionally, or subject or not subject to any trusts, and whereby the grantee or holder shall have power, either with or without notice, and either immediately after the making of such bill of sale or at any future time, to seize or take possession of any property and effects comprised in or made subject to such bill of sale, and every schedule or inventory which shall be thereto annexed or therein referred to, or a true copy thereof, and of every attestation of the execution thereof, shall, together with an affidavit of the time of such bill of sale being made or given, and a description of the residence and occupation of the person making or giving the same, or, in case the same shall be made or given by any person under or in the execution of any process, then a description of the residence and occupation of the person against whom such process shall have issued, and of every attesting witness to such bill of sale, be filed with the officer acting as clerk of the docquets and judgments in the Court of Queen's Bench, within twenty-one days after the making or giving of such bill of sale (in like manner as a warrant of attorney in any personal action given by a trader

is now by law required to be filed), otherwise such bill of sale shall, as against all assignees of the estate and effects of the person whose goods or any of them are comprised in such bill of sale under the laws relating to bankruptcy or insolvency, or under any assignment for the benefit of the creditors of such person, and as against all sheriffs' officers and other persons seizing any property or effects comprised in such bill of sale in the execution of any process of any court of law or equity authorizing the seizure of the goods of the person by whom or of whose goods such bill of sale shall have been made, and against every person on whose behalf such process shall have been issued, be null and void to all intents and purposes whatsoever, so far as regards the property in or right to the possession of any personal chattels comprised in such bill of sale, which at or after the time of such bankruptcy, or of filing the insolvent's petition in such insolvency, or of the execution by the debtor of such assignment for the benefit of his creditors, or of executing such process (as the case may be), and after the expiration of the said period of twenty-one days, shall be in the possession or apparent possession of the person making such bill of sale, or of any person against whom the process shall have issued under or in the execution of which such bill of sale shall have been made or given, as the case may be.

2. If such bill of sale shall be made or given subject to any defeasance or condition or declaration of trust not contained in the body thereof, such defeasance or condition or declaration of trust shall, for the purposes of this Act, be taken as part of such bill of sale, and shall be written on the same paper or parchment on which such bill of sale shall be written, before the time when the same or a copy thereof respectively shall be filed, otherwise such bill of sale shall be null and void to all intents and purposes, as against the same persons and as regards the same property and effects, as if such bill of sale or a copy thereof had not been filed according to the provisions of this Act.

3. The said officer of the said Court of Queen's Bench shall cause every bill of sale, and every such schedule and inventory as aforesaid, and every such copy filed in his said office under the provisions of this Act, to be numbered, and shall keep a book or books in his said office, in which he shall cause to be fairly entered an alphabetical list of every such bill of sale, containing therein the name, addition, and description of the person making or giving the same, or in case the same shall be made or given by any person under or in the execution of process as aforesaid, then the name, addition, and description of the person against whom such process shall have issued, and also of the person to whom or in whose favour the same shall have been given, together with the number, and the dates of the execution and filing of the same, and the sum for which the same has been given, and the time or times (if any) when

Act, 1854,
ss. 1—3.

Defeasance
or condi-
tion of
every bill
of sale to
be written
on the
same
paper or
parchment.

Officer of
court to
keep a
book con-
taining
particulars
of each bill
of sale.

Act, 1854,
ss. 3—7. the same is thereby made payable, according to the form contained in the schedule to this Act, which said book or books, and every bill of sale or copy thereof filed in the said office, may be searched and viewed by all persons at all reasonable times, paying to the officer for every search against one person the sum of sixpence and no more; and that, in addition to the last-mentioned book, the said officer of the said Court of Queen's Bench shall keep another book or index, in which he shall cause to be fairly inserted, as and when such bills of sale are filed in manner aforesaid, the name, addition, and description of the person making or giving the same, or of the person against whom such process shall have issued, as the case may be, and also of the persons to whom or in whose favour the same shall have been given, but containing no further particulars thereof; which last-mentioned book or index all persons shall be permitted to search for themselves, paying to the officer for such last-mentioned search the sum of one shilling.

Officer entitled to a fee of 1s. for filing bill of sale, and to account for the same.

4. The said officer shall be entitled to receive, for his trouble in filing and entering every such bill of sale or a copy thereof as aforesaid, the sum of one shilling and no more; and such officer shall render a like account to the Commissioners of Her Majesty's Treasury, and the said commissioners shall have the like powers in every particular with respect to such account, and the amount of remuneration of such officer, and with respect to any surplus of the fees received by him, as is provided by the seventy-fifth chapter of the statute passed in the thirteenth and fourteenth years of the reign of Her present Majesty with respect to the officers of the Court of Common Pleas therein mentioned.

Office copies or extracts to be given on paying as for copies of judgments.

5. Any person shall be entitled to have an office copy or an extract of every bill of sale, or of the copy thereof filed as aforesaid, upon paying for the same at the like rate as for office copies of judgments in the said Court of Queen's Bench.

Satisfaction may be entered.

6. It shall be lawful for any judge of the said Court of Queen's Bench to order a memorandum of satisfaction to be written upon any bill of sale or copy thereof respectively as aforesaid, if it shall appear to him that the debt (if any) for which such bill of sale is given as security shall have been satisfied or discharged.

Interpretation of terms.

7. In construing this Act the following words and expressions shall have the meanings hereby assigned to them, unless there be something in the subject or context repugnant to such constructions; (that is to say),

The expression "bill of sale" shall include bills of sale, assignments, transfers, declarations of trust without transfer, and other assurances of personal chattels, and also powers of attorney, authorities, or licenses to take possession of personal chattels as security for any debt, but shall not include the following documents; that is to say, assignments for the benefit of the creditors of the person making or giving the same; marriage settle-

ments; transfers or assignments of any ship or vessel or any share thereof; transfers of goods in the ordinary course of business of any trade or calling; bills of sale of goods in foreign parts or at sea; bills of lading; *India* warrants; warehouse keepers' certificates; warrants or orders for the delivery of goods, or any other documents used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by endorsement or by delivery, the possessor of such document to transfer or receive goods thereby represented:

The expression "personal chattels" shall mean goods, furniture, fixtures, and other articles capable of complete transfer by delivery, and shall not include chattel interests in real estate, nor shares or interests in the stock, funds, or securities of any Government, or in the capital or property of any incorporated or joint stock company, nor choses in action, nor any stock or produce upon any farm or lands which by virtue of any covenant or agreement, or of the custom of the country, ought not to be removed from any farm where the same shall be at the time of the making or giving of such bill of sale:

Personal chattels shall be deemed to be in the "apparent possession" of the person making or giving the bill of sale, so long as they shall remain or be in or upon any house, mill, warehouse, building, works, yard, land, or other premises occupied by him, or as they shall be used and enjoyed by him in any place whatsoever, notwithstanding that formal possession thereof may have been taken by or given to any other person.

8. This Act shall not extend to *Scotland* or *Ireland*.

Extent of
Act.

SCHEDULE.

Schedule.

Name, &c. of the Person making or giving the Bill of Sale, or of the Person divested of Property.	Name, &c. of the Person to whom made or given.	Whether Bill of Sale, Assignment, Transfer, or what other Assurance, and whether absolute or conditional, and Number.	Date of Execution.	Date of Filing.	Sum for which made or given.	When and how payable.

BILLS OF SALE ACT, 1866.

29 & 30 VICT. c. 96.

Act, 1866,
ss. 1—5.

An Act to amend the Bills of Sale Act, 1854.

[10th August, 1866.]

17 & 18
Vict. c. 36.

WHEREAS an Act of Parliament was passed in the eighteenth year of the reign of her present Majesty, chapter thirty-six, intituled *An Act for preventing Frauds upon Creditors by secret Bills of Sale of Personal Chattels*, and it is expedient that the said Act, hereinafter referred to as the "principal Act," should be amended:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Construc-
tion of Act.

1. The principal Act and this Act shall, as far as is consistent with the tenor of such Acts, be construed together.

Short
titles.

2. The principal Act may be cited as "The Bills of Sale Act, 1854," and this Act may be cited as "The Bills of Sale Act, 1866."

Definition
of registra-
tion of a
bill of sale.

3. The filing of a bill of sale, or a copy thereof, with the affidavit required by the principal Act, is hereinafter referred to as the registration of a bill of sale.

Renewal
of registra-
tion of bills
of sale.

4. The registration of a bill of sale under the principal Act shall, during the subsistence of such security, be renewed in manner hereinafter mentioned once in every period of five years, commencing from the day of the registration, and, if not so renewed, such registration shall cease to be of any effect at the expiration of any period of five years during which a renewal has not been made as hereby required, subject to this provision, that where a period of five years from the original registration of any bill of sale under the principal Act has expired before the first day of *January* one thousand eight hundred and sixty-seven, such bill of sale shall be as valid to all intents and purposes as it would have been if this Act had not been passed, if such registration be renewed in manner aforesaid before the first day of *January* one thousand eight hundred and sixty-seven.

Mode of
renewing
bill of sale.

5. The registration of a bill of sale shall be renewed by some person filing in the office of the Masters of the Court of Queen's Bench (being the officers acting as clerk of the docquets and judgments in the said court) an affidavit stating the date of such bill of sale, and the names, residences, and occupations of the respective parties thereto as stated therein, and also the date of the registration of such bill of sale, and that such bill of sale is still a subsisting security, and such Masters shall thereupon number such affidavit and renumber the original bill of sale or copy filed in the said office with a similar number.

7 Will. 4
& 1 Vict.
c. 30, ss. 1, 3.

6. Every affidavit renewing the registration of a bill of sale shall bear an adhesive common law stamp of the value of five shillings, and may be in the form given in Schedule A. to this Act, and no further fee shall be payable on filing such affidavit.

7. After the passing of this Act, instead of the books directed to be kept by the third section of the principal Act, there shall be kept at the said office one book only, in which shall be fairly inserted, as and when such bills of sale or copies as required by the principal Act, or affidavit of renewal as required by this Act, are respectively filed, the name, residence, and occupation of the person by whom the bill of sale was made or given, or in case the same was made or given by any person under or in the execution of process, then the name, residence, and occupation of the person against whom such process was issued, and also the name of the person or persons to whom or in whose favour the said bill of sale was given, together with the number affixed to the said bill of sale or copy as directed by the principal Act or by this Act (as the case may be); and the date of the said bill of sale or copy, and of the registration thereof, and the date of the filing the said affidavit of renewal, and all such particulars, shall be entered according to the form given in Schedule B. to this Act; and the said book, and every bill of sale or copy and affidavit filed as aforesaid, may be searched and viewed by all persons at all reasonable times upon payment for every search against one person of the fee or sum of one shilling and no more, which fee shall be paid by a common law stamp.

8. Any person shall be entitled to have an office copy of such affidavit of renewal as is required to be filed under this Act upon paying for the same at the like rate as for office copies of bills of sale filed under the principal Act.

9. Any affidavit required by the principal Act or this Act may be sworn before one of the Masters of the Court of Queen's Bench.

10. All enactments for the time being in force relating to common law stamps shall apply to the stamps to be provided for the purposes of this Act.

11. This Act shall not extend to Scotland or Ireland.

SCHEDULES.

SCHEDULE A.

I [A.B.], of _____ do swear that a bill of sale, bearing date the _____ day of _____ 18 [insert the date of the bill of sale], and made between [insert the names, &c. of the parties to the bill of sale as in the original bill of sale], and which said bill of sale [or "and a copy of which said bill of sale" (as the case may be)] was filed in the Court of Queen's Bench on the _____ day of _____ 18 [insert the date of filing], and is still a subsisting security.

Sworn, &c.

Act, 1866, ss. 6—11.
Affidavit to bear a 5s. stamp.

Masters of Queen's Bench to keep a book containing particulars of each bill of sale and affidavit.

Book, &c. may be searched on payment of 1s.

Office copies of affidavits to be supplied on payment for same.

Affidavits may be sworn before one of the Masters of the Queen's Bench.

Application of enactments under this Act.

Extent of Act.

Schedule A.

Schedule
B.

SCHEDULE B.

Satisfaction entered.	No.	By whom given, or against whom Process issued.			To whom given.	Instrument.	Date of Instrument.	Date of Registration.	Date of Filing Affidavit of Renewal.
		Name.	Residence.	Occupation.					

BILLS OF SALE ACT, 1878.

41 & 42 VICT. c. 31.

Act, 1878, *An Act to consolidate and amend the Law for preventing Frauds upon Creditors by secret Bills of Sale of Personal Chattels.* [22nd July, 1878.]
ss. 1—4.

WHEREAS it is expedient to consolidate and amend the law relating to bills of sale of personal chattels:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title. 1. This Act may be cited for all purposes as the Bills of Sale Act, 1878.

**Com-
mence-
ment.** 2. This Act shall come into operation on the first day of January, one thousand eight hundred and seventy-nine, which day is in this Act referred to as the commencement of this Act.

**Applica-
tion of Act.** 3. This Act shall apply to every bill of sale executed on or after the first day of January, one thousand eight hundred and seventy-nine (whether the same be absolute, or subject or not subject to any trust) whereby the holder or grantee has power, either with or without notice, and either immediately or at any future time, to seize or take possession of any personal chattels comprised in or made subject to such bill of sale.

**Interpre-
tation of
terms.** 4. In this Act the following words and expressions shall have the meanings in this section assigned to them respectively, unless there be something in the subject or context repugnant to such construction; (that is to say):

The expression "bill of sale" shall include bills of sale, assignments, transfers, declarations of trust without

transfer, inventories of goods with receipt thereto attached, or receipts for purchase-moneys of goods, and other assurances of personal chattels, and also powers of attorney, authorities, or licenses to take possession of personal chattels as security for any debt, and also any agreement, whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels, or to any charge or security thereon, shall be conferred, but shall not include the following documents; that is to say, assignments for the benefit of the creditors of the person making or giving the same, marriage settlements, transfers, or assignments of any ship or vessel or any share thereof, transfers of goods in the ordinary course of business of any trade or calling, bills of sale of goods in foreign parts or at sea, bills of lading, India warrants, warehouse-keepers' certificates, warrants or orders for the delivery of goods, or any other documents used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by indorsement or by delivery, the possessor of such document to transfer or receive goods thereby represented:

The expression "personal chattels" shall mean goods, furniture, and other articles capable of complete transfer by delivery, and (when separately assigned or charged) fixtures and growing crops, but shall not include chattel interests in real estate, nor fixtures (except trade machinery as hereinafter defined, when assigned together with a freehold or leasehold interest in any land or building to which they are affixed, nor growing crops when assigned together with any interest in the land on which they grow, nor shares or interests in the stock, funds, or securities of any government, or in the capital or property of incorporated or joint stock companies, nor choses in action, nor any stock or produce upon any farm or lands which by virtue of any covenant or agreement or of the custom of the country ought not to be removed from any farm where the same are at the time of making or giving of such bill of sale:

Personal chattels shall be deemed to be in the "apparent possession" of the person making or giving a bill of sale, so long as they remain or are in or upon any house, mill, warehouse, building, works, yard, land, or other premises occupied by him, or are used and enjoyed by him in any place whatsoever, notwithstanding that formal possession thereof may have been taken by or given to any other person:

"Prescribed" means prescribed by rules made under the provisions of this Act.

Act, 1878,
s. 4.

Act, 1878, 5. From and after the commencement of this Act trade
ss. 5, 6. machinery shall, for the purposes of this Act, be deemed to
 be personal chattels, and any mode of disposition of trade
 machinery by the owner thereof which would be a bill of sale
 as to any other personal chattels shall be deemed to be a bill
 of sale within the meaning of this Act.

Applica-
 tion of Act
 to trade
 machinery.

For the purposes of this Act—

“Trade machinery” means the machinery used in or attached to any factory or workshop;

1st. Exclusive of the fixed motive-powers, such as the water-wheels and steam engines, and the steam-boilers, donkey engines, and other fixed appurtenances of the said motive-powers; and,

2nd. Exclusive of the fixed power machinery, such as the shafts, wheels, drums, and their fixed appurtenances, which transmit the action of the motive-powers to the other machinery, fixed and loose; and,

3rd. Exclusive of the pipes for steam, gas, and water in the factory or workshop.

The machinery or effects excluded by this section from the definition of trade machinery shall not be deemed to be personal chattels within the meaning of this Act.

“Factory or workshop” means any premises on which any manual labour is exercised by way of trade, or for purposes of gain, in or incidental to the following purposes or any of them; that is to say,

(a) In or incidental to the making any article or part of an article; or

(b) In or incidental to the altering, repairing, ornamenting, finishing, of any article; or

(c) In or incidental to the adapting for sale any article.

Certain in-
 struments
 giving
 powers of
 distress to
 be subject
 to this Act.

6. Every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale, within the meaning of this Act, of any personal chattels which may be seized or taken under such power of distress.

Provided, that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which the mortgagee, being in possession, shall have demised to the mortgagor as his tenant at a fair and reasonable rent.

7. No fixtures or growing crops shall be deemed, under this Act, to be separately assigned or charged by reason only that they are assigned by separate words, or that power is given to sever them from the land or building to which they are affixed, or from the land on which they grow, without otherwise taking possession of or dealing with such land or building, or land, if by the same instrument any freehold or leasehold interest in the land or building to which such fixtures are affixed, or in the land on which such crops grow, is also conveyed or assigned to the same persons or person.

Act, 1878,
ss. 7—9.

Fixtures or growing crops not to be deemed separately assigned when the land passes by the same instrument.

The same rule of construction shall be applied to all deeds or instruments, including fixtures or growing crops, executed before the commencement of this Act and then subsisting and in force, in all questions arising under any bankruptcy, liquidation, assignment for the benefit of creditors, or execution of any process of any court, which shall take place or be issued after the commencement of this Act.

8. Every bill of sale to which this Act applies shall be duly attested and shall be registered under this Act, within seven days after the making or giving thereof, and shall set forth the consideration for which such bill of sale was given, otherwise, such bill of sale, as against all trustees or assignees of the estate of the person whose chattels, or any of them, are comprised in such bill of sale under the law relating to bankruptcy or liquidation, or under any assignment for the benefit of the creditors of such person, and also as against all sheriffs' officers and other persons seizing any chattels comprised in such bill of sale, in the execution of any process of any court authorizing the seizure of the chattels of the person by whom or of whose chattels such bill has been made, and also as against every person on whose behalf such process shall have been issued, shall be deemed fraudulent and void so far as regards the property in or right to the possession of any chattels comprised in such bill of sale which, at or after the time of filing the petition for bankruptcy or liquidation, or of the execution of such assignment, or of executing such process (as the case may be), and after the expiration of such seven days are in the possession or apparent possession of the person making such bill of sale (or of any person against whom the process has issued under or in the execution of which such bill has been made or given, as the case may be).

Avoidance of unregistered bill of sale in certain cases.

9. Where a subsequent bill of sale is executed within or on the expiration of seven days after the execution of a prior unregistered bill of sale, and comprises all or any part of the personal chattels comprised in such prior bill of sale, then, if such subsequent bill of sale is given as a security for the same debt as is secured by the prior bill of sale, or for any part of such debt, it shall, to the extent to which it is a security for the same debt or part thereof, and so far as

Avoidance of certain duplicate bills of sale.

Act, 1878, respects the personal chattels or part thereof comprised in ss. 9—11. the prior bill, be absolutely void, unless it is proved to the satisfaction of the court having cognizance of the case that the subsequent bill of sale was *bona fide* given for the purpose of correcting some material error in the prior bill of sale, and not for the purpose of evading this Act.

Mode of registering bills of sale. 10. A bill of sale shall be attested and registered under this Act in the following manner:

- (1.) The execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting solicitor:
- (2.) Such bill, with every schedule or inventory thereto annexed or therein referred to, and also a true copy of such bill and of every such schedule or inventory, and of every attestation of the execution of such bill of sale, together with an affidavit of the time of such bill of sale being made or given, and of its due execution and attestation, and a description of the residence and occupation of the person making or giving the same (or in case the same is made or given by any person under or in the execution of any process, then a description of the residence and occupation of the person against whom such process issued), and of every attesting witness to such bill of sale, shall be presented to and the said copy and affidavit shall be filed with the registrar within seven clear days after the making or giving of such bill of sale, in like manner as a warrant of attorney in any personal action given by a trader is now by law required to be filed:
- (3.) If the bill of sale is made or given subject to any defeasance or condition, or declaration of trust not contained in the body thereof, such defeasance, condition, or declaration shall be deemed to be part of the bill, and shall be written on the same paper or parchment therewith before the registration, and shall be truly set forth in the copy filed under this Act therewith and as part thereof, otherwise the registration shall be void.

In case two or more bills of sale are given, comprising in whole or in part any of the same chattels, they shall have priority in the order of the date of their registration respectively as regards such chattels.

A transfer or assignment of a registered bill of sale need not be registered.

Renewal of registration. 11. The registration of a bill of sale, whether executed before or after the commencement of this Act, must be renewed once at least every five years, and if a period of five years elapses from the registration or renewed registration of

a bill of sale without a renewal or further renewal (as the Act, 1878, case may be), the registration shall become void. ss. 11—14.

The renewal of a registration shall be effected by filing with the registrar an affidavit stating the date of the bill of sale and of the last registration thereof, and the names, residences, and occupations of the parties thereto as stated therein, and that the bill of sale is still a subsisting security.

Every such affidavit may be in the form set forth in the Schedule (A.) to this Act annexed.

A renewal of registration shall not become necessary by reason only of a transfer or assignment of a bill of sale.

12. The registrar shall keep a book (in this Act called "the register") for the purposes of this Act, and shall, upon the filing of any bill of sale or copy under this Act, enter therein in the form set forth in the second schedule (B.) to this Act annexed, or in any other prescribed form, the name, residence, and occupation of the person by whom the bill was made or given (or in case the same was made or given by any person under or in the execution of process, then the name, residence, and occupation of the person against whom such process was issued, and also the name of the person or persons to whom or in whose favour the bill was given), and the other particulars shown in the said schedule or to be prescribed under this Act, and shall number all such bills registered in each year consecutively, according to the respective dates of their registration.

Upon the registration of any affidavit of renewal the like entry shall be made, with the addition of the date and number of the last previous entry relating to the same bill, and the bill of sale or copy originally filed shall be thereupon marked with the number affixed to such affidavit of renewal.

The registrar shall also keep an index of the names of the grantors of registered bills of sale with reference to entries in the register of the bills of sale given by each such grantor.

Such index shall be arranged in divisions corresponding with the letters of the alphabet, so that all grantors whose surnames begin with the same letter (and no others) shall be comprised in one division, but the arrangement within each such division need not be strictly alphabetical.

13. The masters of the Supreme Court of Judicature attached to the Queen's Bench Division of the High Court of Justice, or such other officers as may for the time being be assigned for this purpose under the provisions of the Supreme Court of Judicature Acts, 1873 and 1875, shall be the registrar for the purposes of this Act, and any one of the said masters may perform all or any of the duties of the registrar.

14. Any judge of the High Court of Justice on being satisfied that the omission to register a bill of sale or an affidavit of renewal thereof within the time prescribed by this Act, or the omission or mis-statement of the name, residence, or occupation of any person, was accidental or due to inad-

Form of register.

The registrar.

38 & 37
Vict. c. 66.
38 & 39
Vict. c. 77.

Rectification of register.

Act, 1878, ss. 14—21. vertence, may in his discretion order such omission or misstatement to be rectified by the insertion in the register of the true name, residence, or occupation, or by extending the time for such registration on such terms and conditions (if any) as to security, notice by advertisement or otherwise, or as to any other matter, as he thinks fit to direct.

Entry of satisfaction.

15. Subject to and in accordance with any rules to be made under and for the purposes of this Act, the registrar may order a memorandum of satisfaction to be written upon any registered copy of a bill of sale, upon the prescribed evidence being given that the debt (if any) for which such bill of sale was made or given has been satisfied or discharged.

Copies may be taken, &c.

16. Any person shall be entitled to have an office copy or extract of any registered bill of sale, and affidavit of execution filed therewith, or copy thereof, and of any affidavit filed therewith, if any, or registered affidavit of renewal, upon paying for the same at the like rate as for office copies of judgments of the High Court of Justice, and any copy of a registered bill of sale, and affidavit purporting to be an office copy thereof, shall in all courts and before all arbitrators or other persons, be admitted as *prima facie* evidence thereof, and of the fact and date of registration as shown thereon. Any person shall be entitled at all reasonable times to search the register and every registered bill of sale, upon payment of one shilling for every copy of a bill of sale inspected; such payment shall be made by a judicature stamp.

Affidavits.

17. Every affidavit required by or for the purposes of this Act may be sworn before a master of any division of the High Court of Justice, or before any commissioner empowered to take affidavits in the Supreme Court of Judicature.

Whoever wilfully makes or uses any false affidavit for the purposes of this Act shall be deemed guilty of wilful and corrupt perjury.

Fees.

18. There shall be paid and received in common law stamps the following fees, viz.:

On filing a bill of sale 2s.

On filing the affidavit of execution of a bill of sale . . . 2s.

On the affidavit used for the purpose of re-registering a bill of sale (to include the fee for filing) . . . 5s.

Collection of fees under 38 & 39 Vict. c. 77, s. 26.

19. Section twenty-six of the Supreme Court of Judicature Act, 1875, and any enactments for the time being in force amending or substituted for that section, shall apply to fees under this Act, and an order under that section may, if need be, be made in relation to such fees accordingly.

Order and disposition.

20. Chattels comprised in a bill of sale which has been and continues to be duly registered under this Act shall not be deemed to be in the possession, order, or disposition of the grantor of the bill of sale within the meaning of the Bankruptcy Act, 1869.

32 & 33 Vict. c. 71. Rules.

21. Rules for the purposes of this Act may be made and altered from time to time by the like persons and in the like

manner in which rules and regulations may be made under Act, 1878, and for the purposes of the Supreme Court of Judicature ss. 21—24. Acts, 1873 and 1875.

22. When the time for registering a bill of sale expires on a Sunday, or other day on which the registrar's office is closed, the registration shall be valid if made on the next following day on which the office is open.

23. From and after the commencement of this Act, the Bills of Sale Act, 1854, and the Bills of Sale Act, 1866, shall be repealed: Provided that (except as is herein expressly mentioned with respect to construction and with respect to renewal of registration) nothing in this Act shall affect any bill of sale executed before the commencement of this Act, and as regards bills of sale so executed the Acts hereby repealed shall continue in force.

Any renewal after the commencement of this Act of the registration of a bill of sale executed before the commencement of this Act, and registered under the Acts hereby repealed, shall be made under this Act in the same manner as the renewal of a registration made under this Act.

24. This Act shall not extend to Scotland or to Ireland.

36 & 37
Vict. c. 66.
38 & 39
Vict. c. 77.
Time for registration.
Repeal of acts.
17 & 18
Vict. c. 36.
29 & 30
Vict. c. 96.

Extent of Act.

SCHEDULES.

Schedules.

SCHEDULE A.

Schedule A.

I [*A.B.*] of do swear that a bill of sale, bearing date the day of 18 [*insert the date of the bill*], and made between [*insert the names and descriptions of the parties in the original bill of sale*], and which said bill of sale [*or*, and a copy of which said bill of sale, as the case may be] was registered on the day of 18 [*insert date of registration*], is still a subsisting security.

Sworn, &c.

Section 11.

SCHEDULE B.

Schedule B.

Section 12.

Satisfaction entered.	No.	By whom given (or against whom Process issued).			To whom given.	Nature of Instrument.	Date.	Date of Registration.	Date of registration of Affidavit of Renewal.
		Name.	Residence.	Occupation.					

BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882.

**Act, 1882,
ss. 1—6.**

45 & 46 VICT. c. 43.

An Act to amend the Bills of Sale Act, 1878.

[18th August, 1882.]

41 & 42 WHEREAS it is expedient to amend the Bills of Sale Act,
Vict. c. 31. 1878 :

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short
title.

1. This Act may be cited for all purposes as the Bills of Sale Act (1878) Amendment Act, 1882; and this Act and the Bills of Sale Act, 1878, may be cited together as the Bills of Sale Acts, 1878 and 1882.

Com-
mence-
ment of
Act.

2. This Act shall come into operation on the first day of November one thousand eight hundred and eighty-two, which date is hereinafter referred to as the commencement of this Act.

Construc-
tion of Act.
41 & 42
Vict. c. 31.

3. The Bills of Sale Act, 1878, is hereinafter referred to as "the principal Act," and this Act shall, so far as is consistent with the tenor thereof, be construed as one with the principal Act; but unless the context otherwise requires shall not apply to any bill of sale duly registered before the commencement of this Act so long as the registration thereof is not avoided by non-renewal or otherwise.

The expression "bill of sale," and other expressions in this Act, have the same meaning as in the principal Act, except as to bills of sale or other documents mentioned in section four of the principal Act, which may be given otherwise than by way of security for the payment of money, to which last-mentioned bills of sale and other documents this Act shall not apply.

Bill of sale
to have
schedule of
property
attached
thereto.

4. Every bill of sale shall have annexed thereto or written thereon a schedule containing an inventory of the personal chattels comprised in the bill of sale; and such bill of sale, save as hereinafter mentioned, shall have effect only in respect of the personal chattels specifically described in the said schedule; and shall be void, except as against the grantor, in respect of any personal chattels not so specifically described.

Bill of sale
not to
affect
after-ac-
quired
property.
Exception
as to
certain
things.

5. Save as hereinafter mentioned, a bill of sale shall be void, except as against the grantor, in respect of any personal chattels specifically described in the schedule thereto of which the grantor was not the true owner at the time of the execution of the bill of sale.

6. Nothing contained in the foregoing sections of this Act shall render a bill of sale void in respect of any of the following things; (that is to say),

(1) Any growing crops separately assigned or charged where such crops were actually growing at the time when the bill of sale was executed. **Act, 1882, ss. 6—10.**

(2) Any fixtures separately assigned or charged, and any plant, or trade machinery, where such fixtures, plant, or trade machinery are used in, attached to, or brought upon any land, farm, factory, workshop, shop, house, warehouse, or other place in substitution for any of the like fixtures, plant, or trade machinery specifically described in the schedule to such bill of sale.

7. Personal chattels assigned under a bill of sale shall not be liable to be seized or taken possession of by the grantee for any other than the following causes:— **Bill of sale with power to seize, except in certain events to be void.**

(1) If the grantor shall make default in payment of the sum or sums of money thereby secured at the time therein provided for payment, or in the performance of any covenant or agreement contained in the bill of sale and necessary for maintaining the security;

(2) If the grantor shall become a bankrupt, or suffer the said goods, or any of them, to be distrained for rent, rates, or taxes;

(3) If the grantor shall fraudulently either remove or suffer the said goods, or any of them, to be removed from the premises;

(4) If the grantor shall not, without reasonable excuse, upon demand in writing by the grantee, produce to him his last receipts for rent, rates, and taxes;

(5) If execution shall have been levied against the goods of the grantor under any judgment at law:

Provided that the grantor may, within five days from the seizure or taking possession of any chattels on account of any of the above-mentioned causes, apply to the High Court, or to a judge thereof in chambers, and such court or judge, if satisfied that by payment of money or otherwise the said cause of seizure no longer exists, may restrain the grantee from removing or selling the said chattels, or may make such other order as may seem just.

8. Every bill of sale shall be duly attested, and shall be registered under the principal Act within seven clear days after the execution thereof, or if it is executed in any place out of England, then within seven clear days after the time at which it would in the ordinary course of post arrive in England if posted immediately after the execution thereof; and shall truly set forth the consideration for which it was given; otherwise such bill of sale shall be void in respect of the personal chattels comprised therein. **Bill of sale to be void unless attested and registered.**

9. A bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void unless made in accordance with the form in the schedule to this Act annexed. **Form of bill of sale.**

10. The execution of every bill of sale by the grantor shall **Attestation.**

Act, 1862, be attested by one or more credible witness or witnesses, not ss. 10—15. being a party or parties thereto. So much of section ten of the principal Act as requires that the execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and that the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting witness, is hereby repealed.

Local
registra-
tion of
contents of
bills of
sale.
32 & 33
Vict. c. 71,
s. 60.

11. Where the affidavit (which under section ten of the principal Act is required to accompany a bill of sale when presented for registration) describes the residence of the person making or giving the same, or of the person against whom the process is issued, to be in some place outside the London bankruptcy district, as defined by the Bankruptcy Act, 1869, or where the bill of sale describes the chattels enumerated therein as being in some place outside the said London bankruptcy district, the registrar under the principal Act shall forthwith, and within three clear days after registration in the principal registry, and in accordance with the prescribed directions, transmit an abstract in the prescribed form of the contents of such bill of sale to the county court registrar in whose district such places are situate, and if such places are in the districts of different registrars to each such registrar.

Every abstract so transmitted shall be filed, kept, and indexed by the registrar of the county court in the prescribed manner, and any person may search, inspect, make extracts from, and obtain copies of the abstract so registered in the like manner and upon the like terms as to payment or otherwise as near as may be as in the case of bills of sale registered by the registrar under the principal Act.

Bill of sale
under £30
to be void.
Chattels
not to be
removed or
sold.

12. Every bill of sale made or given in consideration of any sum under thirty pounds shall be void.

13. All personal chattels seized or of which possession is taken after the commencement of this Act, under or by virtue of any bill of sale (whether registered before or after the commencement of this Act), shall remain on the premises where they were so seized or so taken possession of, and shall not be removed or sold until after the expiration of five clear days from the day they were so seized or so taken possession of.

Bill of sale
not to
protect
chattels
against
poor and
parochial
rates.

14. A bill of sale to which this Act applies shall be no protection in respect of personal chattels included in such bill of sale, which but for such bill of sale would have been liable to distress under a warrant for the recovery of taxes and poor and other parochial rates.

Repeal of
part of
Bills of
Sale Act,
1878.

15. The eighth and the twentieth sections of the principal Act, and also all other enactments contained in the principal Act, which are inconsistent with this Act are repealed, but this repeal shall not affect the validity of anything done or suffered under the principal Act before the commencement of this Act.

16. So much of the sixteenth section of the principal Act, 1882, as enacts that any person shall be entitled at all reasonable times to search the register and every registered bill of sale upon payment of one shilling for every copy of a bill of sale inspected is hereby repealed, and from and after the commencement of this Act any person shall be entitled at all reasonable times to search the register on payment of a fee of one shilling, or such other fee as may be prescribed, and subject to such regulations as may be prescribed, and shall be entitled at all reasonable times to inspect, examine, and make extracts from any and every registered bill of sale without being required to make a written application, or to specify any particulars in reference thereto, upon payment of one shilling for each bill of sale inspected, and such payment shall be made by a judicature stamp: Provided that the said extracts shall be limited to the dates of execution, registration, renewal of registration, and satisfaction, to the names, addresses and occupations of the parties, to the amount of the consideration, and to any further prescribed particulars.

Inspection
of regis-
tered bills
of sale.

17. Nothing in this Act shall apply to any debentures issued by any mortgage, loan, or other incorporated company, and secured upon the capital stock or goods, chattels, and effects of such company.

Deben-
tures to
which Act
not to
apply.

18. This Act shall not extend to Scotland or Ireland.

Extent of
Act.

SCHEDULE.

Form of Bill of Sale.

Schedule.

THIS INDENTURE made the _____ day of _____, between *A. B.* of _____ of the one part, and *C. D.* of _____ of the other part, witnesseth that in consideration of the sum of £ _____ now paid to *A. B.* by *C. D.* the receipt of which the said *A. B.* hereby acknowledges [or whatever else the consideration may be], he the said *A. B.* doth hereby assign unto *C. D.*, his executors, administrators, and assigns, all and singular the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment of the sum of £ _____, and interest thereon at the rate of _____ per cent. per annum [or whatever else may be the rate]. And the said *A. B.* doth further agree and declare that he will duly pay to the said *C. D.* the principal sum aforesaid, together with the interest then due, by equal payments of £ _____ on the _____ day of _____ [or whatever else may be the stipulated times or time of payment]. And the said *A. B.* doth also agree with the said *C. D.* that he will [here insert terms as to insurance, payment of rent, or otherwise, which the parties may agree to for the maintenance or defeasance of the security].

Provided always, that the chattels hereby assigned shall not be liable to seizure or to be taken possession of by the said *C. D.* for any cause other than those specified in section seven of the Bills of Sale Act (1878) Amendment Act, 1882.

In witness, &c.

Signed and sealed by the said *A. B.* in the presence of me
E. F. [add witness' name, address, and description].

INTERPLEADER ACTS.

1 & 2 WILL. IV. c. 58.

**Inter-
pleader
Act, 1831.**

An Act to enable Courts of Law to give relief against adverse claims made upon persons having no interest in the subject of such claims. [20th October, 1831.]

Upon application by a defendant in an action of assumpsit, &c., stating that the right in the subject-matter is in a third party, the Court may order such third party to appear and maintain or relinquish his claim, and in the meantime stay proceedings in such action.

WHEREAS it often happens that a person sued at law for the recovery of money or goods wherein he has no interest, and which are also claimed of him by some third party, has no means of relieving himself from such adverse claims but by a suit in equity against the plaintiff and such third party, usually called a Bill of Interpleader, which is attended with expense and delay; for remedy thereof be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That upon application made by or on the behalf of any defendant sued in any of His Majesty's Courts of Law at *Westminster*, or in the Court of Common Pleas of the County Palatine of *Lancaster*, or the Court of Pleas of the County Palatine of *Durham*, in any action of assumpsit, debt, detinue, or trover, such application being made after declaration, and before plea, by affidavit or otherwise, showing that such defendant does not claim any interest in the subject-matter of the suit, but that the right thereto is claimed or supposed to belong to some third party who has sued or is expected to sue for the same, and that such defendant does not in any manner collude with such third party, but is ready to bring into court or to pay or dispose of the subject-matter of the action in such manner as the court (or any judge thereof) may order or direct, it shall be lawful for the court, or any judge thereof, to make rules and orders calling upon such third party to appear and to state the nature and particulars of his claim, and maintain or relinquish his claim, and upon such rule or order to hear the allegations as well of such third party as of the plaintiff, and in the meantime to stay the proceedings in such action, and finally to order such third party to make himself defendant in the same or some other action, or to proceed to trial on one or more feigned issue or issues, and also to direct which of the parties shall be plaintiff or defendant on such trial, or, with the consent of the plaintiff and such third party, their counsel or attornies, to dispose of the merits of their claims and determine the same in a summary manner, and to make such other rules and orders therein as to costs and all other matters as may appear to be just and reasonable.

Judgment and decision to be final.

2. And be it further enacted, that the judgment in any such action or issue as may be directed by the court or judge, and the decision of the court or judge in a summary manner,

shall be final and conclusive against the parties, and all persons claiming by, from, or under them.

3. And be it further enacted, that if such third party shall not appear upon such rule or order to maintain or relinquish his claim, being duly served therewith, or shall neglect or refuse to comply with any rule or order to be made after appearance, it shall be lawful for the court or judge to declare such third party, and all persons claiming by, from, or under him, to be for ever barred from prosecuting his claim against the original defendant, his executors, or administrators; saving nevertheless the right or claim of such third party against the plaintiff; and thereupon to make such order between such defendant and the plaintiff, as to costs and other matters, as may appear just and reasonable.

4. Provided always, and be it further enacted, that no order shall be made in pursuance of this Act by a single judge of the Court of Pleas of the said County Palatine of *Durham* who shall not also be a judge of one of the said courts at *Westminster*, and that every order to be made in pursuance of this Act by a single judge not sitting in open court shall be liable to be rescinded or altered by the court in like manner as other orders made by a single judge.

5. Provided also, and be it further enacted, that if upon application to a judge, in the first instance or in any later stage of the proceedings, he shall think the matter more fit for the decision of the court, it shall be lawful for him to refer the matter to the court; and thereupon the court shall and may hear and dispose of the same in the same manner as if the proceeding had originally commenced by rule of court, instead of the order of a judge.

6. And whereas difficulties sometimes arise in the execution of process against goods and chattels, issued by or under the authority of the said courts, by reason of claims made to such goods and chattels by assignees of bankrupts and other persons not being the parties against whom such process has issued, whereby sheriffs and other officers are exposed to the hazard and expense of actions; and it is reasonable to afford relief and protection in such cases to such sheriffs and other officers; be it therefore further enacted, that when any such claim shall be made to any goods or chattels taken or intended to be taken in execution under any such process, or to the proceeds or value thereof, it shall and may be lawful to and for the court from which such process issued, upon application of such sheriff or other officer made before or after the return of such process, and as well before as after any action brought against such sheriff or other officer, to call before them, by rule of court, as well the party issuing such process as the party making such claim, and thereupon to exercise, for the adjustment of such claims and the relief and protection of the sheriff or other officer, all or any of the powers and authorities hereinbefore contained, and make such rules

**Inter-
pleader
Act, 1831.**

If such third party shall not appear, &c. the Court may bar his claim against the original defendant.

Proviso as to orders made by a single judge.

If a judge thinks the matter more fit for the decision of the Court, he may refer it.

For relief of sheriffs and other officers in execution of process against goods and chattels.

Inter-pleader Act, 1831.	and decisions as shall appear to be just, according to the circumstances of the case; and the costs of all such proceedings shall be in the discretion of the court.
Rules, orders, &c. made in pursuance of this Act may be entered of record, and made evidence.	7. And be it further enacted, that all rules, orders, matters, and decisions to be made and done in pursuance of this Act, except only the affidavits to be filed, may, together with the declaration in the cause (if any), be entered of record, with a note in the margin expressing the true date of such entry, to the end that the same may be evidence in future times, if required, and to secure and enforce the payment of costs directed by any such rule or order; and every such rule or order so entered shall have the force and effect of a judgment, except only as to becoming a charge on any lands, tenements, or hereditaments; and in case any costs shall not be paid within fifteen days after notice of the taxation and amount thereof given to the party ordered to pay the same, his agent or attorney, execution may issue for the same by fieri facias or capias ad satisfaciendum, adapted to the case, together with the costs of such entry, and of the execution if by fieri facias; and such writ and writs may bear teste on the day of issuing the same, whether in term or vacation; and the sheriff or other officer executing any such writ shall be entitled to the same fees, and no more, as upon any similar writ grounded upon a judgment of the court.
Costs.	
Writs. Sheriffs' fees.	
Upon any application under 1 Will. 4, c. 21, and this Act, the Court may exercise such powers and make such rules as are given by or mentioned in this Act.	8. And whereas by a certain Act made and passed in the last session of Parliament, intituled <i>An Act to improve the Proceedings in Prohibition and on Writs of Mandamus</i> , it was among other things enacted, that it should be lawful for the court to which application may be made for any such writ of mandamus as is therein in that behalf mentioned to make rules and orders calling not only upon the person to whom such writ may be required to issue, but also all and every other person having or claiming any right or interest in or to the matter of such writ, to show cause against the issuing of such writ and payment of the costs of the application, and upon the appearance of such other person in compliance with such rules, or in default of appearance after service thereof, to exercise all such powers and authorities, and make all such rules and orders applicable to the case, as were or might be given or mentioned by or in any Act passed or to be passed during that present session of Parliament for giving relief against adverse claims made upon persons having no interest in the subject of such claims: And whereas no such Act was passed during the then present session of Parliament; be it therefore enacted, That upon any such application as is in the said Act and hereinbefore mentioned, it shall be lawful for the court to exercise all such powers and authorities, and make all such rules and orders applicable to the case, as are given or mentioned by or in this present Act.

1 & 2 VICT. c. 45.

Act, 1837,
s. 2.

An Act (inter alia) to extend the Jurisdiction of the Judges of the Superior Courts of Common Law. [27th July, 1838.]

2. "WHEREAS by another Act passed in the second year of the reign of His late Majesty King William IV., intituled, 'An Act to enable the courts of law to give relief against adverse claims made upon persons having no interest in the subject of such claims,' provision is made for the relief of sheriffs and other officers concerned in the execution of process issued out of any of His Majesty's Courts of Law at Westminster, or of the Court of Common Pleas of the County Palatine of Lancaster, or the Court of Pleas of the County Palatine of Durham, against goods and chattels by reason of claims made to such goods and chattels, but such relief can only be given by rule of court, and whereas it is expedient that a single judge should possess the power of giving relief in that respect; be it further enacted, that it shall be lawful for any judge of the said Courts of Queen's Bench, Common Pleas, or Exchequer, with respect to any such process issued out of any of those courts, or for any judge of the said Court of Common Pleas of the County Palatine of Lancaster, or Court of Pleas of the County Palatine of Durham (being also a judge of one of the said three Superior Courts) with respect to process issued out of the said Courts of Lancaster and Durham respectively, to exercise such powers and authorities for the relief and protection of the sheriff or other officer as may by virtue of the said last-mentioned Act be exercised by the said several courts respectively, and to make such order therein as shall appear to be just; and the costs of such proceedings shall be in the discretion of such judge."

Any judge may exercise such powers for the relief of sheriffs, &c. as may be exercised by the several courts.

COMMON LAW PROCEDURE ACT, 1860.

C. L. P.
Act, 1860,
s. 12.

23 & 24 VICT. c. 126.

12. "WHERE an action has been commenced in respect of a common law claim for the recovery of money or goods, or where goods or chattels have been taken or are intended to be taken in execution under process issued from any one of the Superior Courts, or from the Court of Common Pleas at Lancaster or the Court of Pleas at Durham, and the defendant in such action or the sheriff or other officer, has applied for relief under the provisions of an Act made and passed in the session of Parliament held in the first and second years of the reign of His late Majesty King William the Fourth, intituled, 'An Act to enable the courts of law to give relief against adverse claims made upon persons having no interest in the subject of such claims,' it shall be lawful for the court or a judge to whom such application is made to exercise all the powers and

Inter-pleader may be granted though titles have not a common origin.

1 & 2 Will. 4, c. 58.

C. L. P. Act, 1860, ss. 12—18.

Court or judge may direct sale of goods seized in execution.

Power to Court or judge to decide summarily in certain cases.

Special case may be stated where facts undisputed.

Proceedings on special case in Court below and in error.

Judgment and decision when to be final.

Rules, orders, &c. made in interpleader proceed-

authorities given to them by this Act and the hereinbefore mentioned Act passed in the Session of Parliament held in the first and second years of the reign of his late Majesty King William the Fourth, though the titles of the claimants to the money, goods, or chattels, in question, or to the proceeds or value thereof, have not a common origin, but are adverse to and independent of one another."

13. "When goods or chattels have been seized in execution by a sheriff or other officer under process of the above-mentioned courts and some third person claims to be entitled, under a bill of sale or otherwise, to such goods or chattels by way of security for a debt, the court or a judge may order a sale of the whole or part thereof upon such terms as to payment of the whole or part of the secured debt or otherwise as they or he shall think fit, and may direct the application of the proceeds of such sale in such manner and upon such terms as to such court or judge may seem just."

14. "Upon the hearing of any rule or order calling upon persons to appear and state the nature and particulars of their claims, it shall be lawful for the court or judge wherever, from the smallness of the amount in dispute, or of the value of the goods seized, it shall appear to them or him desirable and right so to do, at the request of either party to dispose of the merits of the respective claims of such parties, and to determine the same in a summary manner upon such terms as they or he shall think fit to impose, and to make such other rules and orders therein as to costs and all other matters as may be just."

15. "In all cases of interpleader proceedings, where the question is one of law and the facts are not in dispute, the judge shall be at liberty, at his discretion, to decide the question without directing an action or issue and, if he shall think it desirable, to order that a special case be stated for the opinion of the court."

16. "The proceedings upon such case shall, as nearly as may be, be the same as upon a special case stated under the 'Common Law Procedure Act, 1852,' and error may be brought upon a judgment upon such case; and the provisions of the 'Common Law Procedure Act, 1854,' as to bringing error upon a special case, shall apply to the proceedings in error upon a special case under this Act."

17. "The judgment in any such action or issue as may be directed by the court or judge in any interpleader proceedings, and the decision of the court or judge in a summary manner, shall be final and conclusive against the parties, and all persons claiming by, from, or under them."

18. "All rules, orders, matters and petitions to be made and done in interpleader proceedings under this Act (excepting only any affidavits), may, together with the declaration in the cause, if any, be entered of record, with a note in the margin expressing the true date of such entry, to the end

that the same may be evidence in future times, if required, and to secure and enforce the payment of costs directed by any such rule or order; and every such rule or order so entered shall have the force and effect of a judgment in the Superior Courts of Common Law."

C. L. P.
Act, 1860,
s. 18.

ings may
be entered
of record
and made
evidence.

STAMP DUTIES ON BILLS OF SALE.

Absolute bills of sale must be stamped according to the following table:—

A conveyance or transfer on the sale of any property (except stock of the Bank of England and the East India Company, or the debenture stock or funded debt of any company or corporation) is liable to stamp duty as follows:—

Stamp
Duties.

When the amount or value of the consideration		£	s.	d.
for the sale does not exceed £5		.	0	0 6
Exceeds £5 and does not exceed £10	.	0	1	0
" 10	" 15	0	1	6
" 15	" 20	0	2	0
" 20	" 25	0	2	6
" 25	" 50	0	5	0
" 50	" 75	0	7	6
" 75	" 100	0	10	0
" 100	" 125	0	12	6
" 125	" 150	0	15	0
" 150	" 175	0	17	6
" 175	" 200	1	0	0
" 200	" 225	1	2	6
" 225	" 250	1	5	0
" 250	" 275	1	7	6
" 275	" 300	1	10	0
" 300				

For every £50, and also for any fractional part of £50, of such amount or value . . . 0 5 0

Bills of sale given by way of security for the payment of money must be stamped as mortgages.

Mortgage, bond, debenture, covenant, warrant of attorney to confess and enter up judgment, and foreign security of any kind.

(1.) Being the only or principal or primary security for the payment or repayment of money not exceeding £25 . . . 0 0 8

Exceeding £25 and not exceeding £50	.	0	1	3
" 50	" 100	0	2	6
" 100	" 150	0	3	9
" 150	" 200	0	5	0
" 200	" 250	0	6	3
" 250	" 300	0	7	6
" 300				

For every £100, and also for any fractional part of £100, of such amount . . . 0 2 6

Stamp Duties.		£	s.	d.
	(2.) Being a collateral, or auxiliary, or additional, or substituted security, or by way of further assurance for the above-mentioned purpose where the principal or primary security is duly stamped:			
	For every £100, and also for any fractional part of £100, of the amount secured . .	0	0	6
	(3.) Transfer, assignment, disposition, or assignment, of any mortgage, bond, debenture, covenant, or foreign security, or of any money or stock secured by any such instrument, or by any warrant of attorney to enter up judgment, or by any judgment:			
	For every £100, and also for any fractional part of £100, of the amount transferred, assigned, or disposed	0	0	6

ORDER AS TO SUPREME COURT FEES, 1884.

By a recent Order bearing the above title, the fees payable on filing bills of sale have been considerably increased as from the 25th January, 1884. The fees henceforth to be payable in pursuance of this Order are as follows:—

	£	s.	d.
36. On filing a bill of sale and affidavit therewith, where the consideration (including further advances) does not exceed 100l.	0	5	0
37. Above 100l. and not exceeding 200l.	0	10	0
38. Above 200l.	1	0	0
39. On filing under the Bills of Sale Acts, 1878 and 1882, any other document to which the fees Nos. 36, 37 and 38 do not apply	0	10	0
40. On filing an affidavit of re-registration of a bill of sale, or any such other document as in No. 39 mentioned	0	10	0
41. On filing a fiat of satisfaction.....	0	5	0

In connection with this Order, it may be noted that the fees above mentioned are higher than those specified in the following section of the Bills of Sale Act, 1878:—

Fees.—"18. There shall be paid and received in common law stamps the following fees, viz:—

" On filing a bill of sale	2s.
" On filing the affidavit of execution of a bill of sale....	2s.
" On the affidavit used for the purpose of re-registering a bill of sale (to include the fee for filing)	5s."

INDEX.

- ABSOLUTE BILL OF SALE,**
within Act of 1878...17.
not affected by the Act of 1882...55.
stamp duties on, 155.
- ABSTRACT OF CONTENTS OF BILLS OF SALE,**
to be sent to County Court Registrars, 77.
inspection of, 77.
- ADDRESS,**
of grantor and attesting witness in affidavit, 34.
- ADVERTISEMENT,**
may be ordered before register rectified, 43.
- AFFIDAVIT ON REGISTRATION OF BILL OF SALE,**
its contents, 33.
need not state that witness did attest, 34.
to be filed with registrar, 33.
office copies of, 45.
of execution, 33, 118, 124.
of re-registration, 40, 124.
residence in, must be same as in bill of sale, 41.
on interpleader, 119.
of consent to enter satisfaction, 125.
wilfully making or using a false, to be perjury, 46.
Rules of the Supreme Court as to, 106.
before whom they can be sworn, 46.
- AFFIDAVITS AND DEPOSITIONS,**
Rules of Supreme Court as to, 106.
- AFTER-ACQUIRED PROPERTY,**
not assignable by common law, 57.
equitable doctrine as to, 58.
not assignable by bill of sale under Act of 1882...57.
licence to seize, will not constitute an assignment of, 60.
- AGREEMENT,**
to execute a bill of sale, 21.
giving a lien on bill of lading, 21.
hiring, when a bill of sale, 20.
giving a power of distress, 19.
building, when a bill of sale, 21.
- APPARENT POSSESSION OF GRANTOR,**
definition of, 23.
- ASSIGNMENT,**
of a bill of sale, does not require registration, 39.
of fixtures, when a bill of sale, 22.
of growing crops, when a bill of sale, 22.
for benefit of creditors, must include all, 21.

ASSURANCES,

of personal chattels are bills of sale, 18.

ATTESTATION OF BILLS OF SALE,

what affidavit must state as to, 33.

unnecessary under Act of 1878 as between grantor and grantee, 30.

a true copy of, must be filed, 33.

alteration in law made by Act of 1882..76.

affidavit need not state fact of, 34.

when description of, sufficient, 36.

ATTESTING WITNESS,

must be a solicitor under Act of 1878..32.

must be present at execution of bill of sale, 34.

may be solicitor to the grantee, 32.

if bill of sale not explained by, it will still be valid, 32.

description of, must be stated in affidavit, 34.

if grantee also a solicitor, he cannot be the, 32.

ATTORNMENT, DEEDS OF

when bills of sale, 19, 25.

AUTHORITY,

to take possession of chattels, when a bill of sale, 18.

AVOIDANCE,

of duplicate bills of sale, 31.

BANKRUPTCY,

doctrine of reputed ownership in, 84.

effect of, on attornment clause, 26.

of grantor, a cause of seizure by grantee, 61.

London district, 78.

BILL OF LADING,

agreement, giving a lien on, 21.

BILLS OF SALE ACT, 1854..132.**BILLS OF SALE ACT, 1866..136.****BILLS OF SALE ACT, 1878..138.****BILLS OF SALE ACT, 1882..146.****BILLS OF SALE,**

what instruments are, as defined in Act of 1878..18, 19, 25.

need not be in one document, 19.

chattels assignable by, 22.

attestation of, 32, 76.

registration of, 32, 65.

valid for seven days without registration, 28.

executed out of England, time for registration of, 65.

avoidance of duplicate, 31.

priority of registration of, 39.

assignment of, need not be registered, 39.

defeasance or condition must be registered with, 37.

a true copy of, must be filed, 33.

consideration for, must be set forth, 28, 65.

schedule of chattels to be annexed to, 56.

contents of affidavit registered with, 33.

void when grantor not true owner of chattels, 57.

BILLS OF SALE—continued.

- void when consideration less than £30..79.
- local registration of, 77.
- right of inspecting, when registered, 45, 86.
- given by a joint-stock company, 36.
- stamp duties on, 155.
- limitation of power to seize under, 61.
- grantor of, may carry on business, 56.
- entry of memorandum of satisfaction on, 44.
- statutory form of, when given as security, 69.
- goods seized under, not to be sold or removed for five days, 79.
- no protection against warrant for rates or taxes, 80.
- when void as against creditors, 29.
- how far Act of 1882 retrospective, 53, 67.
- material error in, 31.
- to what extent void against creditors, 29.
- statistics of registered, 4, 15.
- Acts relating to, for Ireland, 51, 90.
- decisions as to statutory form of, 70.

BUILDING AGREEMENTS,

- when they require registration, 21.

BUSINESS,

- meaning of, 84.
- mortgage of a share in a, 23.

BUSINESS OF GRANTOR AND ATTESTING WITNESS,

- to be described in affidavit, 34.

CENTRAL OFFICE,

- rules as to, 113.

CHAMBERS,

- rules as to applications and proceedings at, 109.

CHATTELS, PERSONAL,

- definition of, in Bills of Sale Act, 1878..22.
- schedule of, to be annexed to bill of sale, 56.
- grantor must be true owner of, 57.
- when fixtures are, 22.
- when trade machinery to be deemed, 24.
- power of grantee to seize, 61.
- not to be removed after seizure for five days, 79.
- when in "apparent possession" of grantor, 23.

CHOSES IN ACTION,

- not assignable by bills of sale, 22.

COMMON LAW PROCEDURE ACT, 1860..153.

COMPANY,

- description of, in affidavit, 36.
- debentures issued by, not bills of sale, 22.
- bill of sale given by, 36.
- liquidation in Act of 1878, does not refer to, 30.

CONDITION,

- when deemed part of a bill of sale, 37.

CONSENT TO ENTER SATISFACTION,

- affidavit of, 125.

CONSIDERATION FOR BILL OF SALE,

- must be set forth, 28, 66.
- avoidance of bills where consideration under £30..79.
- cannot be explained by receipt, 69.
- not to include interest or expenses deducted, 68.
- sufficient, if money paid to satisfy existing debts of grantor, 67.
- when advanced at various times, 68.

CONVERSION, WRONGFUL,

- when sale of goods will be a, 57.

CONVEYANCING ACT, 1882,

- searches under, 88.
- rules as to searches under, 129.
- forms as to searches under, 129.

COPY OF BILL OF SALE,

- must be registered, 33.
- when *prima facie* evidence, 45.
- inspection of, 45, 86.

COSTS,

- rules as to, 117.

COUNTY COURT REGISTRARS,

- to file abstracts of local bills of sale, 77.

COURT, SUPREME,

- may restrain sale or removal of goods by grantee, 63.
- may extend time for registration or renewal, 43.
- may rectify omission or mis-statement in register, 43.

CREDIBLE WITNESS,

- bills of sale to be attested by a, 76.

CREDITORS,

- bill of sale when void as against, 29.

CROPS, GROWING. See GROWING CROPS.**DEBENTURES,**

- not affected by Act of 1882..89.
- cannot be assigned by bills of sale, 22.

DEBTS,

- cannot be assigned by bills of sale, 22.
- paid by grantee for grantor, may form part of consideration, 67.

DECLARATIONS OF TRUST,

- without transfer, are bills of sale, 18.
- must be registered, when bill of sale subject to them, 37.

DEFAULT OF PAYMENT,

- a cause of seizure by grantee, 61.

DEFEASANCE,

- to be registered with bill of sale, 37.

DEFINITION,

- of a bill of sale in Act of 1878..18.
- of personal chattels, 22.
- of fixtures, 22.
- of trade machinery, 24.
- of factory or workshop, 25.

DEFINITION—*continued.*

- of apparent possession, 23.
- of traders, under the Bankruptcy Act, 1869..82.
- of true owner, 57.
- of bill of sale to which the Act of 1882 applies, 54.

DELIVERY,

- goods transferable by, can pass under a bill of sale, 22.
- meaning of transfer by, 22.

DESCRIPTION,

- of grantor and attesting witness in affidavit, 33.
- when a sufficient compliance with Act, 36.
- of a trading company, 36.
- if incorrect, may render bill of sale void, 34.
- to be entered in register, 42.
- rectification of, in register may be made by a judge, 43.

DISTRESS,

- agreements giving power of, when deemed bills of sale, 19, 25.

DUPLICATE BILLS OF SALE,

- avoidance of, 31.

ENTRY,

- of satisfaction upon bills of sale, 44.

EQUITABLE ASSURANCES,

- when bills of sale, 18, 22.

ERROR,

- bill of sale when given to correct, 31.

"ESQUIRE,"

- when an insufficient description of grantor, 35.

EVIDENCE,

- Rules of the Supreme Court as to, 106.

EXCESSIVE RENT,

- in deeds of attornment, 25.

EXECUTION CREDITORS,

- unregistered bills void as against them, 29.

EXECUTION OF BILL OF SALE,

- affidavit of, 33.

EXPLANATION,

- by solicitor not essential, 32.

EXTRACTS,

- from registered bills of sale, 86.

FACTORY,

- definition of, 25.

FEEs,

- fixing and collection of, in High Court, 47.
- list of authorised, 46, 156.

FILING,

- copy of bill of sale, and affidavit, 33.

FIXED MOTIVE POWER,
not "trade machinery," 24.

FIXED POWER MACHINERY,
not "trade machinery," 24.

FIXTURES,
when they can be assigned by bill of sale, 22.
when deemed to be separately assigned or charged, 26.
may be substituted for the like things described in schedule, 60.
rule of construction as to agreements which include, 27.

FOREIGN PARTS,
registration of bills of sale executed in, 65.
Scotland, a foreign part, 21.

FORM OF BILL OF SALE IN ACT OF 1882.
bills of sale given as security, must be made in accordance with, 69.

FORMAL POSSESSION,
does not affect the apparent possession of the grantor, 23.

FORMS,
scheduled to Rules of Supreme Court, 118.
under Bills of Sale Acts, 1878 and 1882..128.
under Conveyancing Act, 1882..129.
additional, 124.

FURNITURE,
acquired on the hire system, 20.

FUTURE-ACQUIRED PROPERTY. See AFTER-ACQUIRED PROPERTY.

"GENTLEMAN,"
when an insufficient description, 35.

GOODS. See CHATTELS, PERSONAL.

GOODWILL OF BUSINESS,
mortgage of a share in, 23.

GRANTEE,
cannot attest bill of sale, 32.
restriction of his power to seize, 61.
not to sell or remove chattels seized for five days, 79.
priority of grantees *inter se*, 39.

GRANTOR,
must be true owner of chattels assigned, 57.
description and residence of, in affidavit, 34.
mis-description may invalidate bill of sale, 34.
apparent possession of, 23.
registrar to keep an index of grantors, 42.
may apply to the Court for relief, 63.
effect of bankruptcy of, 82.

GROWING CROPS,
when separately assigned to be deemed personal chattels, 22.
must be growing when bill of sale executed, 60.
not separately assigned when land also passes, 26.
when schedule of, not required, 60.
rule of construction as to agreements including, 27.

HIGH COURT,

- may restrain sale or removal of goods by grantee, 63.
- may extend time for registration or renewal, 43.
- may rectify omission or mis-statement in register, 43.

HIRING AGREEMENTS,

- not bills of sale unless property passes, 20.

INDEX OF GRANTORS,

- to be kept by registrar, 42.

INDIA WARRANTS,

- not bills of sale, 18.

INSPECTION,

- of register of bills of sale, 45, 86.
- of abstracts of bills in County Courts, 77.

INSTRUMENTS,

- giving power of distress, deemed bills of sale, 19, 25.

INSURANCE,

- production of receipts for, 62.

INTERPLEADER,

- statutes relating to, 150.
- affidavit on, 119.
- rules relating to, 111.

INTERPRETATION. *See* DEFINITION.

INVENTORY,

- a copy of, to be filed with bill of sale, 33.
- of goods with receipt, when a bill of sale, 18, 19.
- to be attached to all bills given as security, 56.

IRELAND,

- Bills of Sale Acts for, 51, 90.

JUDGE. *See* HIGH COURT.

JUDGMENTS,

- registration of, 114.

LEASES,

- mining, 25.
- by mortgagee to mortgagor at a fair rent, 25.

LICENCE,

- to take possession of chattels, a bill of sale, 18.
- to seize after-acquired property, 60.

LIEN,

- on bills of lading, 21.

LIQUIDATION,

- meaning of, in Act of 1878..30.

LOCAL REGISTRATION,

- of abstract of bills of sale, 77, 128.

LONDON BANKRUPTCY DISTRICT, 78.

MACHINERY,

- definition of trade, 24.
- when assignable by bill of sale, 24.
- may be substituted for machinery described in schedule, 60.

MARRIAGE SETTLEMENTS,

- not bills of sale, 18, 21.
- if post-nuptial, require to be registered, 21.

MASTERS OF THE HIGH COURT,

- the registrar of bills of sale, 42.
- duties of registrar, 41.

MEMORANDUM OF SATISFACTION,

- entry of, 44.

MINING LEASES,

- not bills of sale, 25.

MORTGAGE OF REAL ESTATE,

- not a bill of sale, 26.

NOTICE OF SATISFACTION,

- form of, 128.

OCCUPATION OF GRANTOR AND ATTESTING WITNESS,

- to be described in affidavit filed with bill of sale, 33.
- if incorrect, may invalidate bill, 34.
- what description necessary, 34.
- when insufficiently described as "gentleman," 35.
- "esquire," 35.
- when "widow" sufficient, 36.
- when grantor a trading company, 36.
- entry of, in register, 41.

OFFICE COPIES,

- of bills of sale, 45.

ORDER,

- general form of, 120.
- forms of, relating to interpleader, 120.
- dismissing summons (generally), 123.
- for entry of satisfaction, 126.

ORDER AND DISPOSITION OF GRANTOR,

- under the Bankruptcy Act, 1869,*
- as affected by the Acts of 1878 and 1882..49, 81.
- under the Bankruptcy Act, 1883..83.

OWNER, TRUE,

- grantor must be, 57.
- definition of, 57.

PAROCHIAL RATES,

- bill of sale no protection against, 80.
- what are, 80.

- PARTNERSHIP,**
 mortgage of a share in a, 23.
- PERJURY,**
 false affidavit punishable as, 46.
- PERSONAL CHATTELS.** *See* CHATTELS, PERSONAL.
- PLANT,**
 may be substituted for plant scheduled, 60.
- POOR RATES,**
 bill of sale no protection against, 80.
- POSSESSION,**
 licence to take, is a bill of sale, 18.
 definition of apparent, 23.
 effect of formal, 23.
- POST-NUPTIAL SETTLEMENTS,**
 require registration as bills of sale, 21.
- POWER,**
 of attorney, is a bill of sale, 18.
 of distress, given by agreement, is a bill of sale, 19, 25.
 of grantor to carry on his business, 56.
 of grantee to seize, limitation of, 61.
- PRECEDENTS OF BILLS OF SALE,**
 of chattels by way of mortgage, 91.
 of plant, &c. in shop, 93.
 of machinery and plant, 95.
 of freehold factory and trade machinery, 98.
 of leasehold premises and plant, 100.
 of growing crops and farming stock, 101.
 of goodwill and stock in trade of innkeeper, 102.
 by a trader to a banking company, 105.
- PREMISES,**
 occupied by grantor, 25.
- PRIORITY,**
 of registration of bills of sale, 39.
- RATES,**
 bills of sale no protection against, 80.
- RECEIPTS,**
 when to be deemed bills of sale, 18.
 not part of a bill of sale, 69.
 production of, for rent, 62.
 insurance, 62.
- RECTIFICATION OF REGISTER, 43**
- REGISTER OF BILLS OF SALE,**
 the form of, 41.
 its contents, 41.
 rectification of, 43.
 inspection of, 45, 86.

REGISTRAR,

- Masters of the Supreme Court are, 43.
- duties of, 42.
- copy of bill of sale to be filed with, 33.
- affidavit of renewal of registration, to be filed with, 40.
- to send abstracts of bills of sale to County Courts, 77.

REGISTRATION OF BILLS OF SALE,

- within what time, 28.
- the mode of, 32.
- effect of, 28.
- extension of time for, 43.
- if executed out of England, 65.
- unnecessary as between grantor and grantee under Act of 1878..30.
- copy of bill of sale and affidavit to be filed, 33.
- abstracts to be sent to County Courts, 77.
- determines priority, 39.
- transfers or assignments of bills of sale not registered, 39.
- renewal of, every five years, 40.
 - not necessary for transfers of bills of sale, 40.
 - residence in affidavit must be as in bill of sale, 41.
- may be rectified by a judge of the High Court, 43.
- necessary as between the parties under the Act of 1882..65.
- will not take goods out of a bankrupt's order and disposition, 49.
- affidavit on renewal of, 40.

REMOVAL,

- of goods seized not until after expiration of five days, 79.

RENEWAL OF REGISTRATION. See REGISTRATION OF BILLS OF SALE.**RENT.**

- excessive, in deeds of attornment, 25.
- landlord may distrain for, 80.
- production of receipts for, 62.

REPUTED OWNERSHIP UNDER THE BANKRUPTCY ACT, 1869,

- doctrine of, applicable to registered bills of sale, 84.
- is limited to traders, 82.

See also ORDER AND DISPOSITION.

RESIDENCE OF GRANTOR AND ATTESTING WITNESS,

- to be stated in affidavit, 34.
- if incorrectly described, may invalidate bill of sale, 34.
- where grantor a trading company, 36.
- to be entered on register, 42.

RESTRAINT,

- on removal or sale of chattels seized, 63.

RULES,

- power to make and alter, 50.
- of the Supreme Court, 1883..106.
- of the Supreme Court, Bills of Sale Acts, 1878 and 1882..126.
- under the Conveyancing Act, 1882..129.

SALE,

- of chattels seized cannot take place for five days, 79.
- the Court may restrain the sale, 63.

SATISFACTION, ENTRY OF,
 memorandum of, 44.
 affidavit and consent to, 125.
 summons for, 124.
 order for, 126.

SCHEDULE,
 to be attached to all bills under Act of 1882..56.
 copy of, to be filed, 33.

SCOTLAND,
 bills of sale not recognised in, 51.

SEALS,
 of Central Office, 113.

SEARCH,
 of register, 45.
 of registered bills of sale, 45, 86.
 of abstracts of bills in County Courts, 78.
 rules and orders as to, 114.
 fees prescribed for, 45, 47.

SECURITIES, GOVERNMENT,
 cannot be assigned by bill of sale, 22.

SEIZURE OF CHATTELS,
 limitation of powers of grantee respecting the, 61.
 Court may restrain removal or sale after, 63.

SEPARATELY ASSIGNED,
 fixtures and growing crops are chattels if, 22.

SETTLEMENTS. *See* MARRIAGE SETTLEMENTS.

SHARES,
 cannot be assigned by bills of sale, 22.

SITTINGS AND VACATIONS,
 rules as to, 115.

SOLICITOR, ATTESTING. *See* ATTESTATION and ATTESTING WITNESS.

STAMP DUTIES,
 on bills of sale, 155.

STATISTICS,
 of registered bills of sale, 4, 15.

STATUTORY FORM.
 of bill of sale, 69.
 decisions as to, 70.

SUMMONS,
 general form of, 120.
 for entry of satisfaction, 124.
 order dismissing, generally, 123.

SUNDAY,
 when time for registration expires on a, 50.

SUPREME COURT,

Rules of the, 1883..106.

Bills of Sale Acts, 1878 and 1882..126.

summonses and orders of the, 118.

TAXES,

bills of sale no protection against, 80.

TIME,

for registration, 28.

judge may extend, 43.

when it expires on a Sunday, 50.

rules as to, 116.

TRADE MACHINERY. See MACHINERY.**TRADERS,**

under the Bankruptcy Act, 1869..82.

power to sell goods assigned, 56.

TRAMWAY,

held to be a fixture, 27.

TRANSFERS,

when deemed bills of sale, 18.

when not, 18.

of bills of sale do not require registration, 39.

TRUE OWNER,

grantor of a bill of sale must be, 57.

definition of, 57.

UNREGISTERED BILLS OF SALE,

under Act of 1878, valid as between grantor and grantee, 30.

1882, void, as against all parties, 65.

VACATIONS,

rules as to, 115.

WARRANTS,

for delivery of goods, not bills of sale, 18.

"WIDOW,"

a sufficient description in affidavit, 36.

WITNESS. See ATTESTING WITNESS.**WORKSHOP,**

definition of, 25.

WRONGFUL CONVERSION,

when sale of goods by grantor is a, 57.

November, 1883.

A CATALOGUE
OF
LAW WORKS,
PUBLISHED BY
STEVENS AND SONS,
119, CHANCERY LANE, LONDON, W.C.
(And at 14, Bell Yard, Lincoln's Inn).

NOTE.—All letters to be addressed to Chancery Lane, NOT to Bell Yard.

A Catalogue of Modern Law Works (including the leading American, Indian, Irish and Scotch); together with a complete Chronological List of all the English, Irish and Scotch Reports, Abbreviations used in reference to Law Reports and Text Books, and an Index of Subjects (112 pp.), 8vo, cloth lettered, may be had on application.

Acts of Parliament.—Public and Local Acts from an early date, may be had of the Publishers of this Catalogue, who have also on sale the largest collection of Private Acts, relating to Estates, Enclosures, Railways, Roads, &c., &c.

ACTION AT LAW.—Foulkes' Elementary View of the Proceedings in an Action under the Rules of the Supreme Court, 1883.—(Founded on "SMITH'S ACTION AT LAW.") By W. D. I. FOULKES, Esq., Barrister-at-Law. Third Edition. (In preparation.)

Prentice's Proceedings in an Action in the Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice. By SAMUEL PRENTICE, Esq., one of Her Majesty's Counsel. Second Edition. Royal 12mo. 1880. 12s.

ADMIRALTY.—Roscoe's Admiralty Practice.—A Treatise on the Jurisdiction and Practice of the Admiralty Division of the High Court of Justice, and on Appeals therefrom, with a chapter on the Admiralty Jurisdiction of the Inferior and the Vice-Admiralty Courts. With an Appendix containing Statutes, Rules as to Fees and Costs, Forms, Precedents of Pleadings and Bills of Costs. By EDWARD STANLEY ROSCOE, Esq., Barrister-at-Law. Second Edition. Revised and Enlarged. Demy 8vo. 1882. 14. 4s.

"A clear digest of the law and practice of the Admiralty Courts."

"A comprehensive and useful manual of practice."—*Solicitors' Journal*.

ADVOCACY.—Harris' Hints on Advocacy. Conduct of Cases Civil and Criminal. Classes of Witnesses and suggestions for Cross-Examining them, &c., &c. By RICHARD HARRIS, Barrister-at-Law, of the Middle Temple and Midland Circuit. Sixth Edition. (Further Revised and Enlarged.) Royal 12mo. 1892. 7s. 6d.

"Full of good sense and just observation. A very complete Manual of the Advocate's art in Trial by Jury."—*Solicitors' Journal*.

"A book at once entertaining and really instructive. . . . Deserves to be carefully read by the young barrister whose career is yet before him."—*Law Magazine*.

[No. 32.]

▲

AGRICULTURAL LAW.—Beaumont's Treatise on Agricultural Holdings and the Law of Distress as regulated by the Agricultural Holdings (England) Act, 1883, with Appendix containing Full Text of the Act, and Precedents of Notices and Awards. By JOSEPH BEAUMONT, Esq., Solicitor. Royal 12mo. 1883. 10s. 6d.

Cooke's Treatise on the Law and Practice of Agricultural Tenancies.—New edition, in great part rewritten with special reference to Unexhausted Improvements, with Modern Forms and Precedents. By G. PRIOR GOLDNEY, of the Western Circuit, and W. RUSSELL GRIFFITHS, LL.B., of the Midland Circuit, Barristers-at-Law. Demy 8vo. 1882. 1l. 1s.

"In its present form it will prove of great value to politicians, lawyers and agriculturalists."—*Law Times*.

"A book of great practical utility to landlords and tenant farmers, as well as to the legal profession."—*Law Magazine*.

Griffith's Agricultural Holdings (England) Act, 1883, containing an Introduction; a Summary of the Act, with Notes; the complete Text of the Act, with Forms, and a specimen of an Award under the Act. By W. RUSSELL GRIFFITHS, LL.B., of the Midland Circuit. Uniform with "Cooke's Agricultural Tenancies." Demy 8vo. 1883. 5s.

Spencer's Agricultural Holdings (England) Act, 1883, with Explanatory Notes and Forms; together with the Ground Game Act, 1880. Forming a Supplement to "Dixon's Law of the Farm." By AUBREY J. SPENCER, B.A., Esq., Barrister-at-Law, and late Holder of Inns of Court Studentship. Demy 8vo. (In the press.)

ARBITRATION.—Russell's Treatise on the Power and Duty of an Arbitrator, and the Law of Submissions and Awards; with an Appendix of Forms, and of the Statutes relating to Arbitration. By FRANCIS RUSSELL, Esq., M.A., Barrister-at-Law. Sixth Edition. By the Author and HERBERT RUSSELL, Esq., Barrister-at-Law. Royal 8vo. 1882. 36s.

"The cases are carefully collected, and their effect is clearly and shortly given. This edition may be commended to the profession as comprehensive, accurate and practical."—*Solicitors' Journal*, January 18, 1883.

ARTICLED CLERKS.—Rubinstein and Ward's Articled Clerks' Handbook.—Being a Concise and Practical Guide to all the Steps Necessary for Entering into Articles of Clerkship, passing the Preliminary, Intermediate, Final, and Honours Examinations, obtaining Admission and Certificate to Practise, with Notes of Cases, Suggestions as to Mode of Reading and Books to be read during Articles, and an Appendix. Third Edition. By J. S. RUBINSTEIN and S. WARD, Solicitors. 12mo. 1881. 4s.

"No articled clerk should be without it."—*Law Times*.

ARTICLES OF ASSOCIATION.—Palmer.—*Vide* "Conveyancing."
ASSETS, ADMINISTRATION OF.—Eddis' Principles of the Administration of Assets in Payment of Debts. By ARTHUR SHELLY EDDIS, one of Her Majesty's Counsel. Demy 8vo. 1880. 6s.

ATTORNEYS.—Cordery.—*Vide* "Solicitors."

Pulling's Law of Attorneys, General and Special. Third Edition. 8vo. 1862. 18s.

Smith.—The Lawyer and his Profession.—A Series of Letters to a Solicitor commencing Business. By J. ORTON SMITH. 12mo. 1860. 4s.

Whiteway.—*Vide* "Solicitors."

* * All standard Law Works are kept in Stock, in law calf and other bindings.

AVERAGE.—Hopkins' Hand-Book on Average.—Fourth Edition. 8vo. *(In preparation.)*

Lowndes' Law of General Average.—English and Foreign. Fourth Edition. By RICHARD LOWNDES, Author of "The Law of Marine Insurance," &c. *(In preparation.)*

BALLOT.—FitzGerald's Ballot Act.—With an Introduction. Forming a Guide to the Procedure at Parliamentary and Municipal Elections. Second Edition. By GERALD A. R. FITZGERALD, M.A., Esq., Barrister-at-Law. Fcap. 8vo. 1876. 5s. 6d.

"We should strongly advise any person connected with elections, whether acting as candidate, agent, or in any other capacity, to become possessed of this manual."

BANKING.—Walker's Treatise on Banking Law. Including the Crossed Checks Act, 1876, with dissertations thereon, also references to some American Cases, and full Index. By J. DOUGLAS WALKER, Esq., Barrister-at-Law. Demy 8vo. 1877. 14s.

BANKRUPTCY.—Bedford's Final Examination Guide to Bankruptcy.—Fourth Edition. *(In preparation.)*

Chitty's Index, Vol. I.—*Vide* "Digests."

Gray's Bankruptcy Manual.—The Bankruptcy Act, 1883, with short Notes, giving Cross References and References to the corresponding Provisions of the old Statutes and of the Rules and Cases incorporated, an Introduction, showing the changes effected by the Act, an Analysis of the Act, and a full Index, furnishing a Time Table and other lists of Special Provisions. By GEO. G. GRAY, LL.D., of the Middle Temple, Esq., Barrister-at-Law. Demy 8vo. 1883. 10s. 6d.

Joel's Complete and Practical Manual of Bankruptcy and Bills of Sale Law, with copious Notes and Comments and the leading Cases in Bankruptcy, &c., under the 1849, 1861 and 1869 Acts, inclusive of those of 1883, and with References to the Conveyancing and Property Act, 1881; the Conveyancing Act, 1882; the Settled Land Act, 1882; the Married Women's Property Act, 1882; the Judicature Acts and the New Rules of Procedure, 1883. By J. EDMONDSON JOEL, Esq., of the Inner Temple and North-Eastern Circuit, Barrister-at-Law. Demy 8vo. *(In the press.)*

Rigg's Bankruptcy Act, 1883, and the Bills of Sale Act, 1882, with Notes, &c. By JAMES McMULLEN RIGG, Esq., Barrister-at-Law. Royal 12mo. *(In the press.)*

Salaman's Analytical Index to the Bankruptcy Act, 1883.—By JOSEPH SEYMOUR SALAMAN, Esq., Solicitor, Author of "Bankruptcy Act, 1869, with Notes," "Liquidation by Arrangement," &c. Uniform with the Act, 1883. *Net*, 3s.

Do., with Bankruptcy Act (official copy), in limp leather. *Net*, 9s.

Do., do. do. interleaved, limp leather. *Net*, 11s.

"That this Index is very full may be gathered from the fact that it occupies on the same sized paper as the Queen's printers' copy of the Act exactly the same number of pages as the Act. It gives references to the sections and sub-sections of the Act, and is prefaced by the Board of Trade memorandum. It will undoubtedly be found a useful addition to the Act."—*Solicitors' Journal*, September 22, 1883.

Williams' Law and Practice in Bankruptcy: Third Edition. By R. VAUGHAN WILLIAMS and W. VAUGHAN WILLIAMS, Esqrs., Barristers-at-Law. *(In preparation.)*

BILLS OF EXCHANGE.—Chalmers' Digest of the Law of Bills of Exchange, Promissory Notes, and Cheques. By M. D. CHALMERS, of the Inner Temple, Esq., Barrister-at-Law. Second Edition. Demy 8vo. 1881. 15s.

"In its present form this work contains a very complete digest of the subjects to which it relates."—*Law Times*.

. All standard Law Works are kept in Stock, in law calf and other bindings.

BILLS OF LADING.—Leggett's Treatise on the Law of Bills of Lading; comprising the various legal incidents attaching to the Bill of Lading; the legal effects of each of the Clauses and Stipulations; and the Rights and Liabilities of Consignors, Consignees, Indorsees, and Vendees, under the Bill of Lading. With an Appendix, containing Forms of Bills of Lading &c. By EUGENE LEGGETT, Solicitor and Notary Public. Demy 8vo. 1880. 1*l.* 1*s.*

BILLS OF SALE.—Fithian's Bills of Sale Acts, 1878 and 1882. With an Introduction and Explanatory Notes showing the changes made in the Law with Respect to Bills of Sale. By EDWARD WILLIAM FITHIAN, of the Middle Temple, Esq., Barrister-at-Law (*Draftsman of the Bill of 1882*). Royal 12mo. 1882. 5*s.*

"Mr. Fithian's book will maintain a high place among the most practically useful editions of the Bills of Sale Acts, 1878 and 1882."—*Law Magazine*.

Joel.—*Vide* "Bankruptcy."

Rigg.—*Vide* "Bankruptcy."

CARRIERS.—Browne on Carriers.—A Treatise on the Law of Carriers of Goods and Passengers by Land and Water. With References to the most recent American Decisions. By J. H. B. BROWNE, Esq., Barrister-at-Law. 8vo. 1873. 18*s.*

CHANCERY, and *Vide* "EQUITY."

Chitty's Index.—*Vide* "Digests."

Daniell's Chancery Practice.—The Practice of the Chancery Division of the High Court of Justice and on appeal therefrom, being the Sixth Edition of Daniell's Chancery Practice, with alterations and additions, and references to a companion Volume of Forms. By L. FIELD, E. C. DUNN, and T. RIBTON, assisted by W. H. UPJOHN, Barristers-at-Law. In 2 vols. Vol. I. (*with Table of Cases and an Index*), demy 8vo. 1882. 2*l.* 2*s.*

"This new edition of the Standard Chancery Practice will be generally welcomed, and we are glad that we can speak favourably of the manner in which the editors have accomplished their difficult task of deciding what parts of the old work should be rejected, and of adapting the parts retained to the new practice. There is to be found, in every part of the book we have examined, evidence of great care; the cases are not merely jotted down, but analysed and considered, and no pains appear to have been spared to render the information given both accurate and complete. This is high praise, but we think it is fully warranted by the result of our examination of the work. . . . It is exactly what it professes to be—a concise and careful digest of the practice."—*Solicitors' Journal*.

"All the portions relating to the practice introduced by the Judicature Acts and Rules are well done."—*Law Times*.

"The learned authors have spared no pains to make this new book of practice as comprehensive in scope and as accurate in detail as that which so long enjoyed an almost unique reputation as 'Daniell's Practice.' Indeed if any fault is to be alleged it would be that the work is perhaps somewhat too exhaustive; a fault, however, which is on the right side in a book of practice, which is not intended to be read through, but to serve as a mine of information for ready reference whenever the practitioner may have occasion to seek for guidance."—*Law Magazine*.

* * Vol. II. nearly ready.

Daniell's Forms and Precedents of Proceedings in the Chancery Division of the High Court of Justice and on Appeal therefrom; with Dissertations and Notes. Being the Third Edition of "Daniell's Chancery Forms." By WILLIAM HENRY UPJOHN, Esq., of Gray's Inn, &c. Demy 8vo. 1879. 2*l.* 2*s.*

* * All standard Law Works are kept in Stock, in law calf and other bindings.

CHANCERY.—Continued.

Haynes' Chancery Practice.—The Practice of the Chancery Division of the High Court of Justice and on Appeal therefrom. By JOHN F. HAYNES, LL.D. Demy 8vo. 1879. 17. 5s.

Morgan's Chancery Acts and Orders.—With Notes Sixth Edition. Adapted to the new Practice by the Right Hon. GEORGE OSBORNE MORGAN, one of Her Majesty's Counsel, Her Majesty's Judge Advocate General, and E. A. WURTZBURG, of Lincoln's Inn, Esq., Barrister-at-Law. (In preparation.)

Morgan and Wurtzburg's Chancery Costs.—*Vide "Costs."*

Peel's Chancery Actions.—A Concise Treatise on the Practice and Procedure in Chancery Actions under the Rules of the Supreme Court, 1883.—Third Edition. By SYDNEY PEELE, of the Middle Temple, Esq., Barrister-at-Law. Demy 8vo. 1883. 8s. 6d.

"Mr. Peel's little work gives a very commendable sketch of the modern practice of the Chancery Division. . . . It contains some chapters upon Proceedings at Chambers and on Further Consideration, which are likely to be valuable from the extreme paucity of all printed information upon these subjects; and it is enriched with a very full list of cases bearing upon the practice of the Chancery Division, giving references to all the Reports."—*Law Journal*.

"The book will give to the student a good general view of the effect on chancery practice of the Judicature Acts and Orders."—*Solicitors' Journal*.

CHANCERY PALATINE OF LANCASTER.—Snow and Winstanley's Chancery Practice.—The Statutes, Consolidated and General Orders and Rules of Court relating to the Practice, Pleading and Jurisdiction of the Court of Chancery, of the County Palatine of Lancaster. With Copious Notes of all practice cases to the end of the year 1879, Time Table and Tables of Costs and Forms. By THOMAS SNOW, M.A., and HERBERT WINSTANLEY, Esqrs., Barristers-at-Law. Royal 8vo. 1880. 17. 10s.

CIVIL LAW.—Bowyer's Commentaries on the Modern Civil Law.—Royal 8vo. 1848. 18s.

Bowyer's Introduction to the Study and Use of the Civil Law.—Royal 8vo. 1874. 5s.

COLLISIONS.—Lowndes' Admiralty Law of Collisions at Sea.—8vo. 1867. 7s. 6d.

Marsden on Maritime Collision.—A Treatise on the Law of Collisions at Sea. With an Appendix containing Extracts from the Merchant Shipping Acts, the International Regulations (of 1863 and 1880) for preventing Collisions at Sea; and local Rules for the same purpose in force in the Thames, the Mersey, and elsewhere. By REGINALD G. MARSDEN, Esq., Barrister-at-Law. Demy 8vo. 1880. 12s.

COLONIAL LAW.—Clark's Summary of Colonial Law and Practice of Appeals from the Plantations. 8vo. 1834. 17. 4s.

COMMENTARIES ON THE LAWS OF ENGLAND.—Broom and Hadley's Commentaries on the Laws of England. By HERBERT BROOM, LL.D., and EDWARD A. HADLEY, M.A., Barristers-at-Law. 4 vols. 8vo. 1869. (Published at 3l. 3s.) Net, 17. 1s.

*. * All standard Law Works are kept in Stock, in law calf and other bindings.

COMMERCIAL LAW.—Goirand's French Code of Commerce and most usual Commercial Laws. With a Theoretical and Practical Commentary, and a Compendium of the judicial organization and of the course of procedure before the Tribunals of Commerce; together with the text of the law; the most recent decisions of the Courts, and a glossary of French judicial terms. By LEOPOLD GOIRAND, Licencié en droit. In 1 vol. (850 pp.). Demy 8vo. 1880. 2l. 2s.

Levi.—*Vide* "International Law."

COMMON LAW.—Allen.—*Vide* "Pleading."

Archbold's Practice of the Queen's Bench, Common Pleas and Exchequer Divisions of the High Court of Justice in Actions, etc., in which they have a common jurisdiction—Thirteenth Edition. By SAMUEL PRENTICE, Esq., one of Her Majesty's Counsel. 2 vols. Demy 8vo. 1879. 3l. 3s.

Archibald's Country Solicitor's Practice; a Handbook of the Practice in the Queen's Bench Division of the High Court of Justice; with Statutes and Forms. By W. F. A. ARCHIBALD, Esq., Barrister-at-Law, Author of "Forms of Summons and Orders, with Notes for use at Judges' Chambers." Royal 12mo. 1881. 1l. 5s.

"We are much mistaken if it does not become as widely used among the profession as the best known editions of the Judicature Acts. . . . In every place in which we have tested the work we find it thoroughly trustworthy. . . . Its arrangement is excellent, and altogether it is likely enough to become a popular solicitors' handy-book."—*The Times*.

Ball's Short Digest of the Common Law; being the Principles of Torts and Contracts. Chiefly founded upon the works of Addison, with Illustrative Cases, for the use of Students. By W. EDMUND BALL, LL.B., late "Holt Scholar" of Gray's Inn, Barrister-at-Law and Midland Circuit. Demy 8vo. 1880. 16s.

"The principles of the law are very clearly and concisely stated."—*Law Journal*.

Bullen and Leake.—*Vide* "Pleading."

Chitty.—*Vide* "Forms."

Fisher's Digest of Reported Decisions in all the Courts, with a Selection from the Irish; the cases overruled and impeached and references to the Statutes, Rules and Orders of Courts from 1756 to 1883. Compiled and arranged by JOHN MEWS, assisted by CECIL MAURICE CHAPMAN, HARRY HADDEN WICKES SPARHAM and ARTHUR HORATIO TODD, Barristers-at-Law. (*In the press*.)

Foulkes.—*Vide* "Action."

Prentice.—*Vide* "Action."

Shirley.—*Vide* "Leading Cases."

Smith's Manual of Common Law.—For Practitioners and Students. Comprising the fundamental principles and the points most usually occurring in daily life and practice. By JOSIAH W. SMITH, B.C.L., Q.C. Ninth Edition. 12mo. 1880. 14s.

COMMONS AND INCLOSURES.—Chambers' Digest of the Law relating to Commons and Open Spaces, including Public Parks and Recreation Grounds, with various official documents; precedents of by-laws and regulations. The Statutes in full and brief notes of leading cases. By GEORGE F. CHAMBERS, Esq., Barrister-at-Law. Imperial 8vo. 1877. 6s. 6d.

COMPANY LAW.—Palmer's Private Companies, their Formation and Advantages; or, How to Convert your Business into a Private Company, and the benefit of so doing. With Notes on "Single Ship Companies." Fourth Edition. By F. B. PALMER, Esq., Barrister-at-Law. Author of "Company Precedents." 12mo. 1883. Net, 2s.

. All standard Law Works are kept in Stock, in law calf and other bindings.

COMPANY LAW.—*Continued.***Palmer.**—*Vide* "Conveyancing."

Palmer's Shareholders' and Directors' Legal Companion.—A Manual of every-day Law and Practice for Promoters, Shareholders, Directors, Secretaries, Creditors and Solicitors of Companies, under the Companies' Acts, 1862 to 1880. Fourth Edition. With an Appendix on the Conversion of Business Concerns into Private Companies. By F. B. PALMER, Esq., Barrister-at-Law. 12mo. 1883. *Net, 2s. 6d*

Thring.—*Vide* "Joint Stocks."

CONTINGENT REMAINDERS.—An Epitome of Fearn's on Contingent Remainders and Executory Devises. Intended for the Use of Students. By W. M. C. Post 8vo. 1878. *6s. 6d.*

"The student will find a perusal of this epitome of great value to him."—*Law Journal.*

CONTRACTS.—Addison on Contracts.—Being a Treatise on the Law of Contracts. Eighth Edition. By HORACE SMITH, Esq., Barrister-at-Law, Recorder of Lincoln, Author of "A Treatise on the Law of Negligence," &c. Royal 8vo. 1883. *2l. 10s.*

"To the present editor must be given all praise which untiring industry and intelligent research can command. He has presented the profession with the law brought down to the present date clearly and fully stated."—*Law Times.*

"We think that this edition of Addison will maintain the reputation of the work as a satisfactory guide to the vast storehouse of decisions on contract law."—*Solicitors' Journal.*

Fry.—*Vide* "Specific Performance."

Leake on Contracts.—An Elementary Digest of the Law of Contracts (being a new edition of "The Elements of the Law of Contracts"). By STEPHEN MARTIN LEAKE, Barrister-at-Law. 1 vol. Demy 8vo. 1878. *1l. 18s.*

Pollock's Principles of Contract.—Being a Treatise on the General Principles relating to the Validity of Agreements in the Law of England. Third Edition, revised and partly rewritten. By FREDERICK POLLOCK, of Lincoln's Inn, Esq., Barrister-at-Law. Demy 8vo. 1881. *1l. 8s.*

The late Lord Chief Justice of England in his judgment in *Metropolitan Railway Company v. Brogden and others*, said, "The Law is well put by Mr. Frederick Pollock in his very able and learned work on Contracts."—*The Times.*

"We have nothing but praise for this (third) edition. The material recent cases have been added and the whole work has been carefully revised."—*Solicitors' Journal.*

"A work which, in our opinion, shows great ability, a discerning intellect, a comprehensive mind, and painstaking industry."—*Law Journal.*

"For the purposes of the student there is no book equal to Mr. Pollock's."

"He has succeeded in writing a book on Contracts which the working lawyer will find as useful for reference as any of its predecessors, and which at the same time will give the student what he will seek for in vain elsewhere, a complete rationale of the law."—*Law Magazine and Review.*

Smith's Law of Contracts.—Seventh Edition. By V. T. THOMPSON, Esq., Barrister-at-Law. Demy 8vo. 1878. *1l. 1s.*

CONVEYANCING.—*Dart.*—*Vide* "Vendors and Purchasers."

Harris and Clarkson's Conveyancing and Law of Property Act, 1881, and the Vendor and Purchaser Act, 1874; with Introduction, Notes and Copious Index. By W. MANNING HARRIS, M.A., and THOMAS CLARKSON, M.A., Barristers-at-Law. Demy 8vo. 1882. *9s.*

"The notes in this volume are more copious and exhaustive than those in any other edition of these Acts which has at present appeared."—*The Law Journal.*

* * All standard Law Works are kept in Stock, in law calf and other bindings.

CONVEYANCING.—*Continued.*

Greenwood's Manual of Conveyancing.—A Manual of the Practice of Conveyancing, showing the present Practice relating to the daily routine of Conveyancing in Solicitors' Offices. To which are added Concise Common Forms and Precedents in Conveyancing. Seventh Edition. Including a Supplement written with special reference to the Acts of 1882, and an Appendix, comprising the Order under the Solicitors' Remuneration Act, 1881, with Notes thereon. Edited by HARRY GREENWOOD, M.A., Esq., Barrister-at-Law. Demy 8vo. 1882. 16s.

* * *The Supplement may be had separately. Price 2s.*

"We should like to see it placed by his principal in the hands of every articulated clerk. One of the most useful practical works we have ever seen."—*Indernaur's Law Students' Journal.*

"The Author has carefully worked the provisions of the Act into his text, calling special attention to the effect of those sections which make absolute changes in the law, as distinguished from those which are merely optional for adoption or exclusion."—*The Law Magazine.*

Humphry's Common Precedents in Conveyancing. Adapted to the Conveyancing Acts, 1881-82, and the Settled Land Act, 1882, &c., together with the Acts, an Introduction, and Practical Notes. Second Edition. By HUGH M. HUMPHRY, M.A., Esq., Barrister-at-Law. Demy 8vo. 1882. 12s. 6d.

"The collection of Precedents is sufficiently comprehensive for ordinary use, and is supplemented by concise foot notes mainly composed of extracts from statutes necessary to be borne in mind by the draftsman."—*Law Magazine.*

"A work that we think the profession will appreciate."—*Law Times.*

Palmer's Company Precedents.—For use in relation to Companies subject to the Companies' Acts, 1862 to 1880. Arranged as follows :—Agreements, Memoranda and Articles of Association, Prospectus, Resolutions, Notices, Certificates, Debentures, Petitions, Orders, Reconstruction, Amalgamation, Arrangements, Private Acts. With Copious Notes. Second Edition. By FRANCIS BEAUFORT PALMER, of the Inner Temple, Esq., Barrister-at-Law. Royal 8vo. 1881. 12. 10s.

"To those concerned in getting up companies, the assistance given by Mr. Palmer must be very valuable, because he does not confine himself to bare precedents, but by intelligent and learned commentary lights up, as it were, each step that he takes. There is an elaborate Index."—*Law Times.*

"To those who are acquainted with the first edition we recommend the second edition as a great improvement."—*Law Journal.*

Prideaux's Precedents in Conveyancing.—With Dissertations on its Law and Practice. Twelfth Edition. Thoroughly revised and adapted to the Conveyancing Acts, 1881, 1882, the Settled Land Act, 1882, the Married Women's Property Act, 1882, and the Bills of Sale Act, 1882. By FREDERICK PRIDEAUX, late Professor of the Law of Real and Personal Property to the Inns of Court, and JOHN WHITCOMBE, Esqrs., Barristers-at-Law. 2 vols. Royal 8vo. 1883. 32. 10s.

"The most useful work out on Conveyancing."—*Law Journal.*

"This work is accurate, concise, clear, and comprehensive in scope, and we know of no treatise upon conveyancing which is so generally useful to the practitioner."—*Law Times.*

"The conciseness and scientific precision of these Precedents of the Future are at once pleasing and startling. . . . The Valuable Dissertations on the law and practice, which have always formed a feature of these volumes, have been revised thoroughly."—*Law Magazine.*

"The student who, in good time before his examination, can peruse these most valuable dissertations and refer to some of the precedents will have an immense advantage over those who have not done so."—*Law Students' Journal.*

* * *All standard Law Works are kept in Stock, in law calf and other bindings.*

CONVICTIONS.—Paley's Law and Practice of Summary Convictions under the Summary Jurisdiction Acts, 1848 and 1879; including Proceedings preliminary and subsequent to Convictions, and the responsibility of convicting Magistrates and their Officers, with Forms. Sixth Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1879. 1l. 4s.

Templer.—*Vide* "Summary Convictions."

Wigram.—*Vide* "Justice of the Peace."

CORONERS.—Jervis on the Office and Duties of Coroners.—With Forms and Precedents. Fourth Edition. By R. E. MELSHEIMER, Esq., Barrister-at-Law. Post 8vo. 1880. 12s.

COSTS.—Morgan and Wurtzburg's Treatise on the Law of Costs in the Chancery Division of the High Court of Justice.—Being the Second Edition of Morgan and Davey's Costs in Chancery. With an Appendix, containing Forms and Precedents of Bills of Costs. By the Right Hon. GEORGE OSBORNE MORGAN, one of Her Majesty's Counsel, Her Majesty's Judge Advocate General, and E. A. WURTZBURG, of Lincoln's Inn, Esq., Barrister-at-Law. Demy 8vo. 1882. 30s.

"Cannot fail to be of use to solicitors and their Chancery managing clerks."—*Law Times*.

Scott's Costs in the High Court of Justice and other Courts. Fourth Edition. By JOHN SCOTT, of the Inner Temple, Esq., Barrister-at-Law, Reporter of the Common Pleas Division. Demy 8vo. 1880. 1l. 6s.

"Mr. Scott's introductory notes are very useful, and the work is now a compendium on the law and practice regarding costs, as well as a book of precedents."—*Law Times*.

Scott's Costs in Bankruptcy and Liquidation under the Bankruptcy Act, 1869. Royal 12mo. 1878. Net, 3s.

Summerhays and Toogood's Precedents of Bills of Costs in the Chancery, Queen's Bench, Probate Divorce and Admiralty Divisions of the High Court of Justice; in Conveyancing; the Crown Office; Lunacy; Arbitration under the Lands Clauses Consolidation Act; the Mayor's Court, London; the County Courts; the Privy Council; and on Passing Residuary and Succession Accounts; with Scales of Allowances; Rules of Court relating to Costs; Forms of Affidavits of Increase, and of Objections to Taxation. Fourth Edition. By Wm. FRANK SUMMERHAYS, and THORNTON TOOGOOD, Solicitors of the Supreme Court. Royal 8vo. 1883. (Nearly ready.) 1l. 8s.

Webster's Parliamentary Costs.—Private Bills, Election Petitions, Appeals, House of Lords. By EDWARD WEBSTER, Esq., of the Taxing and Examiners' Office. Fourth Edition. By C. CAVANAGH, Esq., Barrister-at-Law. Author of "The Law of Money Securities. Post 8vo. 1881. 20s.

"This edition of a well known work is in great part a new publication; and it contains, now printed for the first time, the Table of Fees charged at the House of Lords. . . . We do not doubt that Parliamentary agents will find the work eminently useful."—*Law Journal*.

* * All standard Law Works are kept in Stock, in law calf and other bindings

COUNTY COURTS.—Pitt-Lewis' County Court Practice.—A Complete Practice of the County Courts, including Admiralty and Bankruptcy, embodying the Acts, Rules, Forms and Costs, with Additional Forms and a Full Index. Second Edition. By G. PITT-LEWIS, of the Middle Temple and Western Circuit, Esq., Barrister-at-Law, sometime Holder of the Studentship of the Four Inns of Court, assisted by H. A. DE COLYAR, Esq., Barrister-at-Law. In 2 parts. Demy 8vo. 1883. 2l. 10s.

* * Part I., with Table of Cases, Index, &c., sold separately, price 30s.

☞ This Edition deals fully with the Employers' Liability Act, and is the only County Court Practice which contains the County Courts (Costs and Salaries) Act, 1882, the important legislation (as to Married Women's Property, Bills of Sale, Inferior Courts' Judgments, &c.) of the Session of 1882, and also the County Court Rules of March, 1883.

"It is very clearly written, and is always practical. The Index is very elaborate, and there is an excellent tabular Index to the County Court Acts and Rules."—*Solicitors' Journal*.

"One of the best books of practice which is to be found in our legal literature."—*Law Times*.

"We have rarely met with a work displaying more honest industry on the part of the author than the one before us."—*Law Journal*.

"Mr. Pitt-Lewis has, in fact, aimed—and we are glad to say successfully—at providing for the County Courts' practitioner what 'Chitty's Archbold' and 'Daniell's Chancery Practice' have long been to practitioners in the High Court."—*Law Magazine*.

"Mr. Pitt-Lewis's work was at once admitted by the profession to the rank of a standard authority, and it must be now generally looked upon as the complete County Court Practice."—*City Press*.

CRIMINAL LAW.—Archbold's Pleading and Evidence in Criminal Cases.—With the Statutes, Precedents of Indictments, &c., and the Evidence necessary to support them. Nineteenth Edition. By WILLIAM BRUCE, Esq., Barrister-at-Law, and Stipendiary Magistrate for the Borough of Leeds. Demy 8vo. 1878. 1l. 11s. 6d.

Roscoe's Digest of the Law of Evidence in Criminal Cases.—Ninth Edition. By HORACE SMITH, Esq., Barrister-at-Law. Royal 12mo. 1878. 1l. 11s. 6d.

Russell's Treatise on Crimes and Misdemeanors.—Fifth Edition. By SAMUEL PRENTICE, Esq., one of Her Majesty's Counsel. 3 vols. Royal 8vo. 1877. 5l. 15s. 6d.

"What better Digest of Criminal Law could we possibly hope for than 'Russell on Crimes'?"—*Sir James Fitzjames Stephen's Speech on Codification*.

"Alterations have been made in the arrangement of the work which without interfering with the general plan are sufficient to show that great care and thought have been bestowed. . . . We are amazed at the patience, industry and skill which are exhibited in the collection and arrangement of all this mass of learning."—*The Times*.

Shirley's Sketch of the Criminal Law.—By W. SHIRLEY SHIRLEY, M.A., Esq., Barrister-at-Law, Author of "Leading Cases made Easy," assisted by C. M. ATKINSON, M.A., B.C.L., Esq., Barrister-at-Law. Demy 8vo. 1880. 7s. 6d.

"As a primary introduction to Criminal Law, it will be found very acceptable to Students."—*Law Students' Journal*

DECREES.—Seton.—*Vide* "Equity."

* * All standard Law Works are kept in Stock, in law calf and other bindings.

DIARY.—Lawyer's Companion (The), Diary, and Law Directory for 1884.—For the use of the Legal Profession Public Companies, Justices, Merchants, Estate Agents, Auctioneers, &c., &c. Edited by JOHN THOMPSON, of the Inner Temple, Esq., Barrister-at-Law; and contains Tables of Costs in Conveyancing, &c.; a Digest of Useful Decisions on Costs; Monthly Diary of County, Local Government, and Parish Business; Oaths in Supreme Court; Summary of Legislation of 1883; Alphabetical Index to the Practical Statutes; a Copious Table of Stamp Duties; Legal Time, Interest, Discount, Income, Wages and other Tables; Probate, Legacy and Succession Duties; and a variety of matters of practical utility. PUBLISHED ANNUALLY. Thirty-eighth Issue.

(Now ready.)

Contains the most complete List published of the English Bar, and London and Country Solicitors, with date of admission and appointments, and is issued in the following forms, octavo size, strongly bound in cloth:—

	s.	d.
1. Two days on a page, plain	5	0
2. The above, INTERLEAVED for ATTENDANCES	7	0
3. Two days on a page, ruled, with or without money columns	5	6
4. The above, INTERLEAVED for ATTENDANCES	8	0
5. Whole page for each day, plain	7	6
6. The above, INTERLEAVED for ATTENDANCES	9	6
7. Whole page for each day, ruled, with or without money cols.	8	6
8. The above, INTERLEAVED for ATTENDANCES	10	6
9. Three days on a page, ruled blue lines, without money cols.	5	0

The Diary contains memoranda of Legal Business throughout the Year.

"An excellent work."—*The Times*.

"A publication which has long ago secured to itself the favour of the profession, and which, as heretofore, justifies by its contents the title assumed by it."—*Law Journal*.

"Contains all the information which could be looked for in such a work, and gives it in a most convenient form and very completely. We may unhesitatingly recommend the work to our readers."—*Solicitors' Journal*.

"The 'Lawyer's Companion and Diary' is a book that ought to be in the possession of every lawyer, and of every man of business."

"The 'Lawyer's Companion' is, indeed, what it is called, for it combines everything required for reference in the lawyer's office."—*Law Times*.

"It is a book without which no lawyer's library or office can be complete."—*Irish Law Times*.

DICTIONARY.—Student's (The) Pocket Law Lexicon.

Explaining Technical Words, Phrases and Maxims of the English, Scotch and Roman Law, to which is added a complete List of Law Reports, with their Abbreviations. Second Edition, Revised and Enlarged. By HENRY G. RAWSON, B.A., Esq., Barrister-at-Law.

(In the press.)

"A wonderful little legal Dictionary."—*Indermaur's Law Students' Journal*.

"A very handy, complete, and useful little work."—*Saturday Review*.

Wharton's Law Lexicon.—Forming an Epitome of the Law of England, and containing full explanations of the Technical Terms and Phrases thereof, both Ancient and Modern; including the various Legal Terms used in Commercial Business. Together with a Translation of the Latin Law Maxims and selected Titles from the Civil, Scotch and Indian Law. Seventh Edition. By J. M. LELY, Esq., Barrister-at-Law, Editor of "Chitty's Statutes," &c. Super-royal 8vo. 1883. 11. 18s.

"On almost every point both student and practitioner can gather information from this invaluable book, which ought to be in every lawyer's office."—*Gibson's Law Notes*.

"As it now stands the Lexicon contains all it need contain, and to those who value such a work it is made more valuable still."—*Law Times*, June 2, 1883.

*. *All standard Law Works are kept in Stock, in law calf and other bindings.

DIGESTS.—Bedford.—Vide "Examination Guides."

Chitty's Index to all the Reported Cases decided in the several Courts of Equity in England, the Privy Council, and the House of Lords, with a selection of Irish Cases, on or relating to the Principles, Pleading, and Practice of Equity and Bankruptcy; from the earliest period. The Fourth Edition, wholly revised, reclassified and brought down to the date of publication by WILLIAM FRANK JONES, B.C.L., M.A., and HENRY EDWARD HIRST, B.C.L., M.A., both of Lincoln's Inn, Esqrs., Barristers-at-Law. Volume I. Roy. 8vo. 1883. 1l. 11s. 6d.

* * This Volume contains the Titles "Abandonment" to "Bankruptcy." The Title Bankruptcy is a Complete Digest of all cases, including the Decisions at Common Law.

Volume II. is in the press, and will be issued shortly.

The Work will be completed in 5 or 6 Volumes.

Fisher's Digest of Reported Decisions in all the Courts, with a Selection from the Irish; the cases overruled and impeached and references to the Statutes, Rules and Orders of Courts from 1756 to 1883. Compiled and arranged by JOHN MEWS, assisted by CECIL MAURICE CHAPMAN, HARRY HADDEN WICKES SPARHAM, and ARTHUR HORATIO TODD, Barristers-at-Law. (*In the press.*)

Notanda Digest in Law, Equity, Bankruptcy, Admiralty, Divorce, and Probate Cases.—By H. TUDOR BODDAM, of the Inner Temple, and HARRY GREENWOOD and E. W. D. MANSON, of Lincoln's Inn, Esqrs., Barristers-at-Law.

Third Series, 1873 to 1876 inclusive, half-bound. *Net*, 1l. 11s. 6d.

Ditto, Fourth Series, for the years 1877, 1878, 1879, 1880, 1881, and 1882, with Index. *Each, net*, 1l. 1s.

Ditto, ditto, for 1883. By E. W. D. MANSON and PROCTER T. PULMAN, Esqrs., Barristers-at-Law. Plain Copy and Two Indexes, or Adhesive Copy for insertion in Text-Books (without Index). Annual Subscription, payable in advance. *Net*, 21s.

* * The numbers are issued regularly every month. Each number contains a concise analysis of every case reported in the *Law Reports*, *Law Journal*, *Weekly Reporter*, *Law Times*, and the *Irish Law Reports*, up to and including the cases contained in the parts for the current month, with references to Text-books, Statutes, and the *Law Reports Consolidated Digest*, and an ALPHABETICAL INDEX of the subjects contained in EACH NUMBER.

DISCOVERY.—Hare's Treatise on the Discovery of Evidence.—Second Edition. By SHERLOCK HARE, Barrister-at-Law. Post 8vo. 1877. 12s.

Sichel and Chance's Discovery.—The Law relating to Interrogatories, Production, Inspection of Documents, and Discovery, as well in the Superior as in the Inferior Courts, together with an Appendix of the Acts, Forms and Orders. By WALTER S. SICHEL, M.A., and WILLIAM CHANCE, M.A., Esqrs., Barristers-at-Law. Demy 8vo. 1883. 12s.

"The work will, we think, be very useful in practice, and may be confidently recommended for use in judges' chambers."—*Law Times*.

"It will be of much use to practitioners to be able to find, as we do in the work before us, an intelligent account of the whole set of decisions."—*Solicitor's Journal*.

"It is evident that this work is the result of much careful and painstaking research, and we can confidently recommend it as a careful and convenient compendium, and particularly as likely to be of material assistance to those who are much engaged in judges' chambers or in the county courts."—*Law Magazine*.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

DIVORCE.—Browne's Treatise on the Principles and Practice of the Court for Divorce and Matrimonial Causes:—With the Statutes, Rules, Fees and Forms relating thereto. Fourth Edition. By GEORGE BROWNE, Esq., Barrister-at-Law. Demy 8vo. 1880. 1l. 4s.

"The book is a clear, practical, and, so far as we have been able to test it, accurate exposition of divorce law and procedure."—*Solicitors' Journal*.

DOMICIL.—Dicey on the Law of Domicil as a branch of the Law of England, stated in the form of Rules.—By A. V. DICEY, B.C.L., Barrister-at-Law. Author of "Rules for the Selection of Parties to an Action." Demy 8vo. 1879. 18s.

EASEMENTS.—Goddard's Treatise on the Law of Easements.—By JOHN LEYBOURN GODDARD, Esq., Barrister-at-Law. Second Edition. Demy 8vo. 1877. 16s.

"The book is invaluable: where the cases are silent the author has taken pains to ascertain what the law would be if brought into question."—*Law Journal*.

"Nowhere has the subject been treated so exhaustively, and, we may add, so scientifically, as by Mr. Goddard. We recommend it to the most careful study of the law student, as well as to the library of the practitioner."—*Law Times*.

ECCLESIASTICAL LAW.—Dodd's Burial and other Church Fees and the Burial Act, 1880:—With Notes. By J. T. DODD, M.A., Barrister-at-Law. Royal 12mo. 1881. 4s.

Phillimore's (Sir R.) Ecclesiastical Law.—The Ecclesiastical Law of the Church of England. With Supplement, containing the Statutes and Decisions to end of 1875. By the Right Hon. Sir ROBERT PHILLIMORE, D.C.L. 2 vols. 8vo. 1873-76. 3l. 7s. 6d.

* * The Supplement may be had separately, price 4s. 6d., sewed.

ELECTIONS.—Carter's Corrupt and Illegal Practices Prevention Act, 1883, with Notes and an Index. Edited by JOHN CORRIE CARTER, Esq., Recorder of Stamford. Forming a Supplement to "Rogers on Elections." Royal 12mo. 1883. 5s.

"Mr. Carter's notes are explicit, and serve the useful purpose of clearly indicating all alterations in the law."—*The Law Times*.

FitzGerald.—*Vide* "Ballot."

Rogers on Elections, Registration, and Election Agency.—Thirteenth Edition, including PETITIONS and Municipal Elections and Registration. With an Appendix of Statutes and Forms. By JOHN CORRIE CARTER, of the Inner Temple, Esq., Barrister-at-Law. Royal 12mo. 1880. 1l. 12s.

"Petition has been added, setting forth the procedure and the decisions on that subject; and the statutes passed since the last edition are explained."—*The Times*.

"A book of long standing and for information on the common law of elections, of which it contains a mine of extracts from and references to the older authorities, will always be resorted to."—*Law Journal*.

ELECTRIC LIGHTING.—Cunynghame's Treatise on the Law of Electric Lighting, with the Acts of Parliament, and Rules and Orders of the Board of Trade, a Model Provisional Order, and a set of Forms, to which is added a Description of the Principal Apparatus used in Electric Lighting, with Illustrations. By HENRY CUNYNGHAME, Barrister-at-Law. Royal 8vo. 1883. 12s. 6d.

"As an original work it demands especial praise, and we congratulate Mr. Cunynghame on his production."—*Law Times*.

"Among the many works upon electric lighting which have come before us, we think that Mr. Cunynghame's cannot fail to gain and keep a high place."—*Solicitors' Journal*.

EMPLOYERS' LIABILITY ACT.—Macdonell.—*Vide* "Master and Servant."

Smith.—*Vide* "Negligence."

* * All standard Law Works are kept in Stock, in law calf and other bindings.

EQUITY, and *Vide* CHANCERY.

Chitty's Index.—*Vide* "Digests."

Seton's Forms of Decrees, Judgments, and Orders in the High Court of Justice and Courts of Appeal, having especial reference to the Chancery Division, with Practical Notes. Fourth Edition. By R. H. LEACH, Esq., Senior Registrar of the Chancery Division; F. G. A. WILLIAMS, of the Inner Temple, Esq.; and the late H. W. MAY, Esq.; succeeded by JAMES EASTWICK, of Lincoln's Inn, Esq., Barristers-at-Law. 2 vols. in 3 parts. Royal 8vo. 1877—79. 4l. 10s.

* * Vol. II., Parts 1 and 2, separately, price each 1l. 10s.

"The Editors of this new edition of Seton deserve much praise for what is almost, if not absolutely, an innovation in law books. In treating of any division of their subject they have put prominently forward the result of the latest decisions, settling the law so far as it is ascertained, thus avoiding much useless reference to older cases. . . . There can be no doubt that in a book of practice like Seton, it is much more important to be able to see at once what the law is than to know how it has become what it is; and the Editors have evidently taken great pains to carry out this principle in presenting the law on each division of their labours to their readers."—*The Times*.

"Of all the editions of 'Seton' this is the best. . . . We can hardly speak too highly of the industry and intelligence which have been bestowed on the preparation of the notes."—*Solicitors' Journal*.

"Now the book is before us complete; and we advisedly say *complete*, because it has scarcely ever been our fortune to see a more *complete* law book than this. Extensive in sphere, and exhaustive in treatise, comprehensive in matter, yet apposite in details, it presents all the features of an excellent work. . . . The index, extending over 218 pages, is a model of comprehensiveness and accuracy."—*Law Journal*.

Smith's Manual of Equity Jurisprudence.—A Manual of Equity Jurisprudence for Practitioners and Students, founded on the Works of Story, Spence, and other writers, and on more than a thousand subsequent cases, comprising the Fundamental Principles and the points of Equity usually occurring in General Practice. By JOSIAH W. SMITH, B.C.L., Q.C. Thirteenth Edition. 12mo. 1880. 12s. 6d.

"There is no disguising the truth; the proper mode to use this book is to learn its pages by heart."—*Law Magazine and Review*.

"It will be found as useful to the practitioner as to the student."—*Solicitors' Journal*.

Smith's Practical Exposition of the Principles of Equity, illustrated by the Leading Decisions thereon. For the use of Students and Practitioners. By H. ARTHUR SMITH, M.A., LL.B., of the Middle Temple, Esq., Barrister-at-Law. Demy 8vo. 1882. 20s.

"The book seems to us to be one of great value to students."—*Solicitors' Journal*.

"In a moderately-sized volume, such as no lawyer who has his own advantage in view could object to 'read, mark, learn, and inwardly digest,' Mr. Smith sets forth succinctly and in due order all the fundamental principles administered by Courts of Equity, showing how they have by recent enactment been engrafted on the Common and carefully abstaining from overlaying his subject-matter with multifarious details of practice which might tend to confuse and mystify. . . . We must again state our opinion that this is a most remarkable book, containing in a reasonable space more information, and that better arranged and conveyed, than almost any other law book of recent times which has come under our notice."—*Saturday Review*.

EXAMINATION GUIDES.—Bedford's Guide to the Preliminary Examination for Solicitors.—Fourth Edition. 12mo. 1874. Net, 3s.

Bedford's Digest of the Preliminary Examination Questions in Latin Grammar, Arithmetic, French Grammar, History and Geography, with the Answers. Second Edition. Demy 8vo. 1882. 18s.

Bedford's Preliminary Guide to Latin Grammar.—12mo. 1872. Net, 3s.

Bedford's Student's Guide to Smith on Contracts. Demy 8vo. 1879. 3s. 6d.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

EXAMINATION GUIDES.—*Continued.*

Bedford's Final Examination Guide to Bankruptcy.—Fourth Edition. (In preparation.)

Bedford's Student's Guide to the Ninth Edition of Stephen's New Commentaries on the Laws of England.—Third Edition. Demy 8vo. 1883. 7s. 6d.

Bedford's Final Examination Digest: containing a Digest of the Final Examination Questions in matters of Law and Procedure determined by the Chancery, Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice, and on the Law of Real and Personal Property and the Practice of Conveyancing, with the Answers. 8vo. 1879. 16s.

"Will furnish students with a large armoury of weapons with which to meet the attacks of the examiners of the Incorporated Law Society."—*Law Times*.

Haynes and Nelham's Honours Examination Digest, comprising all the Questions in Conveyancing, Equity, Common Law, Bankruptcy, Probate, Divorce, Admiralty, and Ecclesiastical Law and Practice asked at the Solicitors' Honours Examinations since their establishment to the present time, with Answers thereto. By JOHN F. HAYNES, LL.D., Author of "Chancery Practice," "The Students' Leading Cases," &c., and THOMAS A. NELHAM, Solicitor (Honours). Demy 8vo. 1883. 15s.

"Students going in for honours will find this one to their advantage."—*Law Times*, September 22, 1883.

"Answers are appended which, judging from an examination of several of them, appears to be careful and accurate."—*Solicitors' Journal*, October 13, 1883.

Shearwood's Law Student's Annual.—Containing the Questions with Answers to the Solicitor's and Bar Examinations (Michaelmas Term, 1881, to Trinity Term, 1882, inclusive), with Remarks and Comments. A list of Books suggested for Students, &c., &c. Edited by JOSEPH A. SHEARWOOD, Esq., Barrister-at-Law, Author of "A Concise Abridgment of Real Property," and of "Personal Property," etc. Demy 8vo. 1882. 5s.

"This is a book of a thorough character. . . . Much care and labour have evidently been expended on the book, which will be found of great advantage to students."—*Law Journal*.

"We know of no other manual which contains the same quantity of information in such a concise form."—*Solicitors' Journal*.

"The remarks on the examinations are very interesting, and there are some valuable hints as to what books the candidate for honours and a pass respectively should use."—*Gibson's Law Notes*.

Shearwood's Student's Guide to the Bar, the Solicitor's Intermediate and Final and the Universities Law Examinations.—With Suggestions as to the books usually read, and the passages therein to which attention should be paid. By JOSEPH A. SHEARWOOD, B.A., Esq., Barrister-at-law. 8vo. 1879. 5s. 6d.

"Any student of average intelligence who conscientiously follows the path and obeys the instructions given him by the author, need not fear to present himself as a candidate for any of the examinations to which this book is intended as a guide."—*Law Journal*.

EXECUTORS.—**Macaskie's Treatise on the Law of Executors and Administrators,** and of the Administration of the Estates of Deceased Persons. With an Appendix of Statutes and Forms. By STUART CUNNINGHAM MACASKIE, of Gray's Inn, Esq., Barrister-at-Law. 8vo. 1881. 10s. 6d.

"An able summary of the law of administration, now forming one of the subjects set for the general examination for call to the bar."

"Students may read the book with advantage as an introduction to 'Williams,' and by practitioners not possessing the larger work it will undoubtedly be found useful."—*Law Journal*.

• All standard Law Works are kept in Stock, in law calf and other bindings.

EXECUTORS.—*Continued.*

Williams' Law of Executors and Administrators.—By the Rt. Hon. Sir EDWARD VAUGHAN WILLIAMS, late one of the Judges of Her Majesty's Court of Common Pleas. Eighth Edition. By WALTER VAUGHAN WILLIAMS and ROLAND VAUGHAN WILLIAMS, Esqrs., Barristers-at-Law. 2 vols. Royal 8vo. 1879. 3*l.* 16*s.*

"A treatise which occupies an unique position and which is recognised by the Bench and the profession as having paramount authority in the domain of law with which it deals."—*Law Journal.*

EXTRADITION.—**Kirchner's L'Extradition.**—Recueil Renfermant in Extensio tous les Traités conclus jusqu'au 1er Janvier, 1883, entre les Nations civilisées, et donnant la solution précise des difficultés qui peuvent surgir dans leur application. Avec une Préface de McGEORGES LACHAUD, Avocat à la Cour d'Appel de Paris. Publié sous les auspices de M. C. E. HOWARD VINCENT, Directeur des Affaires Criminelles de la Police Métropolitaine de Londres; Membre de la Faculté de Droit et de la Société Générale des Prisons de Paris. Par F. J. KIRCHNER, Attaché à la Direction des Affaires Criminelles. In 1 vol. (1150 pp.) Royal 8vo. 2*l.* 2*s.*

FACTORY ACTS.—**Notcutt's Law relating to Factories and Workshops.** Second Edition. 12mo. 1879. 9*s.*

FARM, LAW OF.—**Cooke.**—*Vide "Agricultural Law."*

Dixon's Law of the Farm.—A Digest of Cases connected with the Law of the Farm, and including the Agricultural Customs of England and Wales. Fourth Edition. By HENRY PERKINS, Esq., Barrister-at-Law and Midland Circuit. Demy 8vo. 1879. 1*l.* 6*s.*

"It is impossible not to be struck with the extraordinary research that must have been used in the compilation of such a book as this."—*Law Journal.*

* * Supplement to above, containing the Agricultural Holdings (England) Act, 1883, with explanatory Notes and Forms; together with the Ground Game Act, 1880. By AUBREY J. SPENCER, Esq., Barrister-at-Law. Demy 8vo. 1883. (*In the press.*)

FOREIGN JUDGMENTS.—**Piggott's Foreign Judgments** their effect in the English Courts. Part I. The English Doctrine, Defences, Judgments in Rem. Status.—By F. T. PIGGOTT, M.A., LL.M., of the Middle Temple, Esq., Barrister-at-Law. Royal 8vo. 1879. 15*s.*
Part II.—The Effect of an English Judgment Abroad. Service on Absent Defendants. Royal 8vo. 1881. 15*s.*

FORMS.—**Allen.**—*Vide "Pleading."*

Bullen and Leake.—*Vide "Pleading."*

Chitty's Forms of Practical Proceedings in the Queen's Bench, Common Pleas and Exchequer Divisions of the High Court of Justice: with Notes containing the Statutes, Rules and Practice relating thereto. Eleventh Edition. By THOS. WILLES CHITTY, Esq., Barrister-at-Law. Demy 8vo. 1879. 1*l.* 18*s.*

Daniell's Forms and Precedents of Proceedings in the Chancery Division of the High Court of Justice and on Appeal therefrom; with Dissertations and Notes, forming a complete guide to the Practice of the Chancery Division of the High Court and of the Courts of Appeal. Being the Third Edition of "Daniell's Chancery Forms." By WILLIAM HENRY UPJOHN, Esq., of Gray's Inn, &c., &c. Demy 8vo. 1879. 2*l.* 2*s.*

* * All standard Law Works are kept in Stock, in law calf and other bindings.

FRENCH COMMERCIAL LAW.—Goirand.—*Vide* "Commercial Law."

HIGHWAYS—Baker's Law of Highways in England and Wales, including Bridges and Locomotives. Comprising a succinct code of the several provisions under each head, the statutes at length in an Appendix; with Notes of Cases, Forms, and copious Index. By THOMAS BAKER, of the Inner Temple, Esq., Barrister-at-Law. Royal 12mo. 1880. 15s.

"This is distinctly a well-planned book, and cannot fail to be useful, not only to lawyers, but to those who may be locally engaged in the management of highways."—*Law Journal*.

"The general plan of Mr. Baker's book is good. He groups together condensed statements of the effect of the provisions of the different Highway Acts relating to the same matter, giving in all cases references to the sections, which are printed in full in the appendix. To each condensed section, or group of sections, he appends a note, stating concisely the effect of the decisions."—*Solicitors' Journal*.

Chambers' Law relating to Highways and Bridges, being the Statutes in full and brief Notes of 700 Leading Cases; together with the Lighting Act, 1833. By GEO. F. CHAMBERS, Esq., Barrister-at-Law. 1878. 12s.

INJUNCTIONS.—Seton.—*Vide* "Equity."

INLAND REVENUE CASES.—Highmore's Summary Proceedings in Inland Revenue Cases in England and Wales. By NATHANIEL JOSEPH HIGHMORE, of the Middle Temple, Esq., Barrister-at-Law, and of the Inland Revenue Department. Royal 12mo. 1882. 6s.

"A complete treatise on procedure applied to cases under the Revenue Act, and as a book of practice it is the best we have seen."—*The Justice of the Peace*, Jan. 28, 1882.

INSURANCE.—Arnould on the Law of Marine Insurance.—Fifth Edition. By DAVID MACLACHLAN, Esq., Barrister-at-Law. 2 vols. Royal 8vo. 1877. 3l.

"As a text book, 'Arnould' is now all the practitioner can want, and we congratulate the editor upon the skill with which he has incorporated the new decisions."—*Law Times*.

Lowndes on the Law of Marine Insurance.—A Practical Treatise. By RICHARD LOWNDES. Author of "The Law of General Average," &c. Second Edition. (*In preparation*.)

"It is rarely, indeed, that we have been able to express such unqualified approval of a new legal work."—*Solicitors' Journal*.

INTERNATIONAL LAW.—Amos' Lectures on International Law.—By SHELDON AMOS, M.A., Professor of Jurisprudence (including International Law) to the Inns of Court, &c. Royal 8vo. 1874. 10s. 6d.

Dicey.—*Vide* "Domicil."

Kent's International Law.—Kent's Commentary on International Law. Edited by J. T. ABDY, LL.D., Judge of County Courts. Second Edition. Revised and brought down to the present time. Crown 8vo. 1878. 10s. 6d.

"Altogether Dr. Abdy has performed his task in a manner worthy of his reputation. His book will be useful not only to Lawyers and Law Students, for whom it was primarily intended, but also for laymen."—*Solicitors' Journal*.

Levi's International Commercial Law.—Being the Principles of Mercantile Law of the following and other Countries—viz.: England, Ireland, Scotland, British India, British Colonies, Austria, Belgium, Brazil, Buenos Ayres, Denmark, France, Germany, Greece, Hans Towns, Italy, Netherlands, Norway, Portugal, Prussia, Russia, Spain, Sweden, Switzerland, United States, and Württemberg. By LEONE LEVI, Esq., F.S.A., F.S.S., Barrister-at-Law, &c. Second Edition. 2 vols. Royal 8vo. 1863. 1l. 15s.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

INTERNATIONAL LAW.—*Continued.*

Vattel's Law of Nations.—By JOSEPH CHITTY, Esq.
Royal 8vo. 1834. 1l. 1s.

Wheaton's Elements of International Law;
Second English Edition. Edited with Notes and Appendix of
Statutes and Treaties, bringing the work down to the present time.
By A. C. BOYD, Esq., LL.B., J.P., Barrister-at-Law. Author of
"The Merchant Shipping Laws." Demy 8vo. 1880. 1l. 10s.

"Mr. Boyd, the latest editor, has added many useful notes; he has inserted in the Appendix public documents of permanent value, and there is the prospect that, as edited by Mr. Boyd, Mr. Wheaton's volume will enter on a new lease of life."—*The Times*.

"Both the plan and execution of the work before us deserves commendation. . . . The text of Wheaton is presented without alteration, and Mr. Dana's numbering of the sections is preserved. . . . The Index, which could not have been compiled without much thought and labour, makes the book handy for reference."—*Law Journal*.

"Students who require a knowledge of Wheaton's text will find Mr. Boyd's volume very convenient."—*Law Magazine*.

INTERROGATORIES.—Sichel and Chance.—*Vide* "Discovery."

JOINT OWNERSHIP.—Foster.—*Vide* "Real Estate."

JOINT STOCKS.—Palmer.—*Vide* "Conveyancing" and "Company Law."

Thring's (Sir H.) Joint Stock Companies' Law.—

The Law and Practice of Joint Stock and other Companies, including the Companies Acts, 1862 to 1880, with Notes, Orders, and Rules in Chancery, a Collection of Precedents of Memoranda and Articles of Association, and all the other Forms required in Making, Administering, and Winding-up a Company; also the Partnership Law Amendment Act, The Life Assurance Companies Acts, and other Acts relating to Companies. By SIR HENRY THRING, K.C.B., The Parliamentary Counsel. Fourth Edition. By G. A. R. FITZGERALD, Esq., M.A., Barrister-at-Law. Demy 8vo. 1880. 1l. 5s.

"This, as the work of the original draughtsman of the Companies' Act of 1862, and well-known Parliamentary counsel, Sir Henry Thring, is naturally the highest authority on the subject."—*The Times*.

"One of its most valuable features is its collection of precedents of Memoranda and Articles of Association, which has, in this Edition, been largely increased and improved."—*Law Journal*.

Jordan's Joint Stock Companies.—A Handy Book of
Practical Instructions for the Formation and Management of Joint
Stock Companies. Seventh Edition. 12mo. 1881. *Net*, 2s. 6d.

JUDGMENTS.—Piggott.—*Vide* "Foreign Judgments."

**Walker's Practice on Signing Judgment in
the High Court of Justice.** With Forms. By H. H.
WALKER, Esq., of the Judgment Department, Exchequer Division.
Crown 8vo. 1879. 4s. 6d.

"The book undoubtedly meets a want, and furnishes information available for almost every branch of practice."

"We think that solicitors and their clerks will find it extremely useful."—*Law Journal*.

JUDICATURE ACTS.—Whiteway's Hints on Practice; or
Practical Notes on the Judicature Acts, Orders, Rules and Regula-
tions of the Supreme Court. Illustrated by the Latest Cases.
Together with the Rules of the Supreme Court, 1883. With an
Introduction, References, Notes, and Index. By A. R. WHITE-
WAY, M.A., of the Equity Bar and Midland Circuit, Author of
"Hints to Solicitors." Second Edition. Royal 12mo. 1883. 14s.

Sold separately "Hints on Practice," with Cases and Index, 7s. 6d.

The Rules, edited with Notes, Cross References, and Index, *limp leather*, 7s. 6d.

"An excellently printed edition of the new Rules, with notes containing cross references and stating the sources of the Rules."—*Solicitors' Journal*, October 13, 1883.

. All standard Law Works are kept in Stock, in law calf and other bindings.

JUDICATURE ACTS.—*Continued.*

Wilson's Supreme Court of Judicature Acts, Rules of the Supreme Court, 1883, and Forms. With other Acts, Orders, Rules and Regulations relating to the Supreme Court. With Practical Notes. Fourth Edition. By M. D. CHALMERS, of the Inner Temple, and M. MUIR MACKENZIE, of Lincoln's Inn, Barristers-at-Law. Royal 12mo. 1883. 25s.

* * A LARGE PAPER EDITION FOR MARGINAL NOTES. ROYAL 8VO. 1883. 30s.

Extract from Preface to the Fourth Edition.—The present edition contains the Rules of the Supreme Court, 1883, with notes and comments. Where a repealed rule is reproduced without alteration a reference to its former Order and number is given in the margin. Where a repealed rule is reproduced with modifications the marginal reference to it is preceded by the prefix *cf.* Where a rule is new it is stated to be so in the note, and reference is made to any statute, consolidated order, or common law or Admiralty rule upon which it appears to be founded.

This edition further includes the provisions of the Bankruptcy Act, 1883, in so far as they relate to or affect the Supreme Court, and the Statute Law Revision and Civil Procedure Act, 1883, &c.

The Editors have also entirely re-constructed the Index.

"Wilson's 'Judicature Acts' remains what it always was, one of the most handy as well as one of the best appreciated editions of the Acts."—*Law Magazine.*

"Wilson's 'Judicature Acts' is now the latest, and we think it is the most convenient of the works of the same class. . . . The practitioner will find that it supplies all his wants."—*Law Times.*

Woodfall.—*Vide* "Rules of the Supreme Court."

JUSTINIAN, INSTITUTES OF.—Mears.—*Vide* "Roman Law."

Ruegg's Student's "Auxilium" to the Institutes of Justinian.—Being a complete synopsis thereof in the form of Question and Answer. By ALFRED HENRY RUEGG, of the Middle Temple, Barrister-at-Law. Post 8vo. 1879. 5s.

"The student will be greatly assisted in clearing and arranging his knowledge by a work of this kind."—*Law Journal.*

JUSTICE OF THE PEACE.—Burn's Justice of the Peace and Parish Officer.—Edited under the Superintendence of JOHN BLOSSETT MAULE, Esq., Q.C. The Thirtieth Edition. Five large vols. 8vo. 1869. 7l. 7s.

Stone's Practice for Justices of the Peace, Justices Clerks and Solicitors at Petty and Special Sessions, in Summary matters, and Indictable Offences, with a list of Summary Convictions, and matters not Criminal. With Forms. Ninth Edition. By WALTER HENRY MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1882. 25s.

"A very creditable effort has been made to condense and abridge, which has been successful, whilst the completeness of the work has not been impaired."—*Law Times.*

Wigram's Justices' Note Book.—Containing a short account of the Jurisdiction and Duties of Justices, and an Epitome of Criminal Law. By W. KNOX WIGRAM, Esq., Barrister-at-Law, J.P. Middlesex and Westminster. Third Edition. Corrected and revised to December, 1882. With a copious Index. Royal 12mo. 1883. 12s. 6d.

"We have found in it all the information which a Justice can require as to recent legislation."—*The Times.*

"This is altogether a capital book. Mr. Wigram is a good lawyer and a good justices' lawyer."—*Law Journal.*

"We can thoroughly recommend the volume to magistrates."—*Law Times.*

* * All standard Law Works are kept in Stock, in law calf and other bindings.

LAND ACT.—See "Settled Estates."—Middleton.

LAND TAX.—Bourdin's Land Tax.—An Exposition of the Land Tax; its Assessment and Collection, with a statement of the rights conferred by the Redemption Acts. By MARK A. BOURDIN (late Registrar of Land Tax). Second Edition. 1870. 4s.

LANDLORD AND TENANT.—Woodfall's Law of Landlord and Tenant.—With a full Collection of Precedents and Forms of Procedure. Containing also an Abstract of Leading Propositions, and Tables of certain Customs of the Country. Twelfth Edition. In which the Precedents of Leases have been revised and enlarged, with the assistance of L. G. G. Robbins, Esq. By J. M. LELY, Esq., Barrister-at-Law. Royal 8vo. 1881. 1l. 18s.

"The editor has expended elaborate industry and systematic ability in making the work as perfect as possible."—*Solicitors' Journal*.

LANDS CLAUSES ACTS.—Jepson's Lands Clauses Consolidation Acts; with Decisions, Forms, & Table of Costs. By ARTHUR JEPSON, Esq., Barrister-at-Law. Demy 8vo. 1880. 18s.

"The work concludes with a number of forms and a remarkably good index."—*Law Times*.

"As far as we have been able to discover, all the decisions have been stated, and the effect of them correctly given."—*Law Journal*.

LAW LIST.—Law List (The).—Comprising the Judges and Officers of the different Courts of Justice, Counsel, Special Pleaders, Draftsmen, Conveyancers, Solicitors, Notaries, &c., in England and Wales; the Circuits, Judges, Treasurers, Registrars, and High Bailiffs of the County Courts; Metropolitan and Stipendiary Magistrates, Law and Public Officers in England and the Colonies, Foreign Lawyers with their English Agents, Sheriffs, Under-Sheriffs, and their Deputies, Clerks of the Peace, Town Clerks, Coroners, &c., &c., and Commissioners for taking Oaths, Conveyancers Practising in England under Certificates obtained in Scotland. So far as relates to Special Pleaders, Draftsmen, Conveyancers, Solicitors, Proctors and Notaries. Compiled by WILLIAM HENRY COUSINS, of the Inland Revenue Office, Somerset House, Registrar of Stamped Certificates, and of Joint Stock Companies, and Published by the Authority of the Commissioners of Inland Revenue. 1883. (Net Cash, 9s.) 10s. 6d.

LAW REPORTS.—A very large Stock of second-hand and new Reports. Prices on application.

LAW STUDENT'S ANNUAL.—Vide "Examination Guides."

LAW SUIT.—The Humourous Story of Farmer Bumpkin's Law Suit. By RICHARD HARRIS. Barrister-at-Law, of the Middle Temple and Midland Circuit, Author of "Hints on Advocacy." Second Edition. Royal 12mo. 1883. 6s.

"Most of the standing grievances of suitors find a place in this book."—*Law Times*.
 "He was obviously quite as eager for a good battle in court as ever was Dandy Dinmont."—*Saturday Review*, September 15, 1883.

LAWYER'S COMPANION.—Vide "Diary."

LEADING CASES.—Haynes' Student's Leading Cases. Being some of the Principal Decisions of the Courts in Constitutional Law, Common Law, Conveyancing and Equity, Probate, Divorce, Bankruptcy, and Criminal Law. With Notes for the use of Students. By JOHN F. HAYNES, LL.D. Demy 8vo. 1878. 16s.

"Will prove of great utility, not only to Students, but Practitioners. The Notes are clear, pointed and concise."—*Law Times*.

"We think that this book will supply a want . . . the book is singularly well arranged for reference."—*Law Journal*.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

LEADING CASES.—*Continued.*

Shirley's Leading Cases.—A Selection of Leading Cases in the Common Law, with Notes, and a Sketch of some of the principal changes introduced by the Rules of Supreme Court, 1883. By W. SHIRLEY SHIRLEY, M.A., B.C.L., Esq., Barrister-at-Law. Second Edition. Demy 8vo. 1883. 15s.

"The book is deserving of high praise, and we commend it in all confidence."—*Gibson's Law Notes*, April, 1883.

"The selection is very large, though all are distinctly 'leading cases,' and the notes are by no means the least meritorious part of the work."—*Law Journal*.

"Mr. Shirley writes well and clearly, and evidently understands what he is writing about."—*Law Times*.

LEGACY DUTIES.—*Vide* "Taxes on Succession."

LEXICON.—*Vide* "Dictionary."

LIBEL AND SLANDER.—**Odgers on Libel and Slander.**—

A Digest of the Law of Libel and Slander, with the Evidence, Procedure and Practice, both in Civil and Criminal Cases, with Precedents of Pleadings. With Appendix of Statutes including the Newspaper Libel and Registration Act, 1881. By W. BLAKE ODGERS, M.A., LL.D., Barrister-at-Law. Demy 8vo. 1881. 24s.

"We have rarely examined a work which shows so much industry.

So good is the book, which in its topical arrangement is vastly superior to the general run of law books, that criticism of it is a compliment rather than the reverse."—*Law Journal*.

"The excuse, if one be needed, for another book on Libel and Slander, and that an English one, may be found in the excellence of the author's work. A clear head and a skilled hand are to be seen throughout."—*Extract from Preface to American reprint*.

LIBRARIES AND MUSEUMS.—**Chambers' Digest of the Law relating to Public Libraries and Museums and Literary and Scientific Institutions generally.** Second Edition. By G. F. CHAMBERS, Barrister-at-Law. Imperial 8vo. 1879. 8s. 6d.

LICENSING.—**Hindle's Treatise on the Legal Status of Licensed Victuallers and other License-Holders,** as affected by recent Legislation and Decisions; containing a full Report of the Proceedings and Judgment in the recent Darwen Licensing Appeals, with Notes. Third Edition. By FREDK. G. HINDLE, Esq., Solicitor. Demy 8vo. 1883. *Net, 2s. 6d.*

Lely and Foulkes' Licensing Acts, 1828, 1869, 1872, and 1874; containing the Law of the Sale of Liquors by Retail and the Management of Licensed Houses; with Notes to the Acts, a Summary of the Law, and an Appendix of Forms. Second Edition. By J. M. LELY and W. D. I. FOULKES, Esqrs., Barristers-at-Law. Royal 12mo. 1874. 8s.

LIQUIDATION BY ARRANGEMENT.—**Salaman's Practical Treatise on Liquidation by Arrangement and Composition with Creditors, under the Bankruptcy Act, 1869:** comprising the Practice of the Office for Registration of Arrangement Proceedings; the Practice as to Receivers, Injunctions, Meetings of Creditors, &c.; all the Authorised and Original Forms, Bills of Costs under Liquidation and Composition; Notes of Cases; the Sections of the Bankruptcy and Debtors' Acts; and the Rules applicable to Liquidation and Composition; the Rules of 1871. With Index. By JOSEPH SEYMOUR SALAMAN, Solicitor. Crown 8vo. Re-issue. 10s.

LUNACY.—**Elmer's Practice in Lunacy.**—Seventh Edition. By JOSEPH ELMER, of the Office of the Masters in Lunacy.

(*In preparation.*)

* * All standard Law Works are kept in Stock, in law calf and other bindings.

MAGISTERIAL LAW.—Shirley's Elementary Treatise on Magisterial Law, and on the Practice of Magistrates' Courts.—By W. SHIRLEY SHIRLEY, M.A., B.C.L., Esq., Barrister-at-Law. Royal 12mo. 1881. 6s. 6d. Wigram.—*Vide* "Justice of the Peace."

MAYOR'S COURT PRACTICE.—Candy's Mayor's Court Practice.—The Jurisdiction, Process, Practice, and Mode of Pleading in Ordinary Actions in the Mayor's Court, London (commonly called the "Lord Mayor's Court"). Founded on Brandon. By GEORGE CANDY, Esq., Barrister-at-Law. Demy 8vo. 1879. 14s.

MARRIED WOMEN'S PROPERTY.—Smith's Married Women's Property Act, 1882, with an Introduction and Critical and Explanatory Notes, together with the Married Women's Property Acts, 1870 and 1874, &c. By H. ARTHUR SMITH, Esq., Barrister-at-Law. Royal 12mo. 1882. 5s.

"There are some excellent critical and explanatory notes, together with a good index, and reference to something like two hundred decided cases."—*Law Times*.

MASTER AND SERVANT.—Macdonell's Law of Master and Servant. Part I, Common Law. Part II, Statute Law. By JOHN MACDONELL, M.A., Esq., Barrister-at-Law. Demy 8vo. 1883. 1l. 5s.

"Mr. Macdonell has done his work thoroughly and well. He has evidently bestowed great care and labour on his task, and has, therefore, produced a work which will be of real value to the practitioner. The information, too, is presented in a most accessible form."—*Law Times*, January 27, 1883.

MERCANTILE LAW.—Russell's Treatise on Mercantile Agency. Second Edition. 8vo. 1873. 14s.

Smith's Compendium of Mercantile Law.—Ninth Edition. By G. M. DOWDESWELL, of the Inner Temple, Esq., one of Her Majesty's Counsel. Royal 8vo. 1877. 1l. 18s.

Tudor's Selection of Leading Cases on Mercantile and Maritime Law.—With Notes. By O. D. TUDOR, Esq., Barrister-at-Law. Third Edition. (*In the press*.)

Wilson's Mercantile Handbook of the Liabilities of Merchant, Shipowner, and Underwriter on Shipments by General Vessels. By ALEXANDER WILSON, Solicitor and Notary. Royal 12mo. 1883. 6s.

METROPOLIS BUILDING ACTS.—Woolrych's Metropolitan Building Acts, together with such clauses of the Metropolitan Management Acts as more particularly relate to the Building Acts, with Notes and Forms. Third Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. 12mo. 1882. 10s.

"We may safely recommend this new edition to those who have to find their way among these statutes."—*The Builder*, March 31, 1883.

MINES.—Rogers' Law relating to Mines, Minerals, and Quarries in Great Britain and Ireland; with a Summary of the Laws of Foreign States, &c. Second Edition Enlarged. By ARUNDEL ROGERS, Esq., Judge of County Courts. 8vo. 1876. 1l. 11s. 6d.

"The volume will prove invaluable as a work of legal reference."—*The Mining Journal*.

MONEY SECURITIES.—Cavanagh's Law of Money Securities.—In Three Books. I. Personal Securities. II. Securities on Property. III. Miscellaneous; with an Appendix of Statutes. By C. CAVANAGH, B.A., LL.B. (Lond.), of the Middle Temple, Esq., Barrister-at-Law. In 1 vol. Demy 8vo. 1879. 21s.

"An admirable synopsis of the whole law and practice with regard to securities of every sort."—*Saturday Review*.

. All standard Law Works are kept in Stock, in law calf and other bindings.

MORTGAGE.—Coote's Treatise on the Law of Mortgage.—Fourth Edition. Thoroughly revised. By WILLIAM WYLLYS MACKESON, Esq., one of Her Majesty's Counsel. In 1 Vol. (1436 pp.) Royal 8vo. 1880. 2l. 2s.

"A complete, terse, and practical treatise for the modern lawyer."—*Solicitors' Journal*.

"Will be found a valuable addition to the library of every practising lawyer."—*Law Journal*.

MUNICIPAL CORPORATIONS.—Lely's Law of Municipal Corporations.—Containing the Municipal Corporation Act, 1882, and the Enactments incorporated therewith, with a Selection of Supplementary Enactments, including therein the Electric Lighting Act, 1882, with Notes thereon. By J. M. LELY, of the Inner Temple, Esq., Barrister-at-Law. Editor of "Chitty's Statutes," &c. Demy 8vo. 1882. 15s.

"An admirable edition of one of the most important consolidating statutes of the year. . . . The summary is tersely written, and the notes appear to be to the point. Nothing required for the due understanding and working of the Act seems to be absent."—*Law Journal*.

NAVY.—Thring's Criminal Law of the Navy, with an Introductory Chapter on the Early State and Discipline of the Navy, the Rules of Evidence, and an Appendix comprising the Naval Discipline Act and Practical Forms. Second Edition. By THEODORE THRING, Barrister-at-Law, and C. E. GIFFORD, Assistant-Paymaster, Royal Navy. 12mo. 1877. 12s. 6d.

NEGLIGENCE.—Smith's Treatise on the Law of Negligence, with a Supplement containing "The Employers' Liability Act, 1880," with an Introduction and Notes. By HORACE SMITH, B.A., Esq., Barrister-at-Law, Recorder of Lincoln. Demy 8vo. 1880. 10s. 6d.

NISI PRIUS.—Roscoe's Digest of the Law of Evidence on the Trial of Actions at Nisi Prius.—Fifteenth Edition. By MAURICE POWELL, Esq., Barrister-at-Law. (In the Press.)

NOTANDA.—*Vide* "Digesta."

NOTARY.—Brooke's Treatise on the Office and Practice of a Notary of England.—With a full collection of Precedents. Fourth Edition. By LEONE LEVI, Esq., F.S.A., of Lincoln's Inn, Barrister-at-Law. 8vo. 1876. 1l. 4s.

OATHS.—Braithwaite's Oaths in the Supreme Courts of Judicature.—A Manual for the use of Commissioners to Administer Oaths in the Supreme Courts of Judicature in England and Ireland, &c. Fourth Edition. By T. W. BRAITHWAITE, of the Central Office. Fcap. 8vo. 1881. 4s. 6d.

"The recognised guide of commissioners to administer oaths."—*Solicitors' Journal*.

PARISH LAW.—Steer's Parish Law; being a Digest of the Law relating to the Civil and Ecclesiastical Government of Parishes and the Relief of the Poor. Fourth Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1881. 16s.

"An exceedingly useful compendium of Parish Law."—*Law Times*.

PARTNERSHIP.—Pollock's Digest of the Law of Partnership.—Second Edition, with Appendix, containing an annotated reprint of the Partnership Bill, 1880, as amended in Committee. By FRÉDERICK POLLOCK, Esq., Barrister-at-Law. Author of "Principles of Contract at Law and in Equity." Demy 8vo. 1880. 8s. 6d.

"Of the execution of the work, we can speak in terms of the highest praise. The language is simple, concise, and clear."—*Law Magazine*.

"Mr. Pollock's work appears eminently satisfactory. . . . the book is praiseworthy in design, scholarly and complete in execution."—*Saturday Review*.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

PATENTS.—Hindmarch on the Law of Patents for Inventions. Second Edition, brought down to the present time. By E. MACRORY, and J. C. GRAHAM, Esqrs., Barristers-at-Law. (In preparation.)

PAWN.—Turner's Contract of Pawn, as it exists at Common Law, and as modified by the Factors' Acts, the Pawnbrokers' Acts, and other Statutes. By FRANCIS TURNER, Esq., Barrister-at-Law. Second Edition. 8vo. 1883. 12s.

Turner's Pawnbrokers' Act, 1872.—With Explanatory Notes. By FRANCIS TURNER, Esq., Barrister-at-Law. Third Edition. 1883. 12s. 2s. 6d.

PERPETUITIES.—Marsden's Rule against Perpetuities.—A Treatise on Remoteness in Limitation; with a chapter on Accumulation and the Thelluson Act. By REGINALD G. MARSDEN, Esq., Barrister-at-Law. Demy 8vo. 1883. 16s.

"Mr. Marsden's work is entitled to be called a new one both in treatment and in design. He has handled a difficult subject with intelligence and clearness."—*Law Times*.

PERSONAL PROPERTY.—Shearwood's Concise Abridgment of the Law of Personal Property; showing analytically its Branches and the Titles by which it is held. By J. A. SHEARWOOD, Esq., Barrister-at-Law. 1882. 5s. 6d.

"Will be acceptable to many students, as giving them, in fact, a ready-made note book."—*Indermann's Law Students' Journal*.

Smith.—*Vide* "Real Property."

PLEADING.—Allen's Forms of Indorsements of Writs of Summons, Pleadings, and other Proceedings in the Queen's Bench Division prior to Trial, pursuant to the Rules of the Supreme Court, 1883; with Introduction, showing the principal changes introduced by these Rules, and a Supplement of Rules and Forms of Pleadings applicable to the other Divisions. By GEORGE BAUGH ALLEN, Esq., Special Pleader, and WILFRED B. ALLEN, Esq., Barrister-at-Law. Royal 12mo. 1883. 18s.

Bullen and Leake's Precedents of Pleadings, with Notes and Rules relating to Pleading. Fourth Edition. By THOMAS J. BULLEN, Esq., of the Inner Temple, and CYRIL DODD, Esq., Barrister-at-Law. Part I. (containing (1) Introductory Notes on Pleading; (2) Forms of Statements of Claim in Actions on Contracts and Torts, with Notes relating thereto). Royal 12mo. 1882. (Part II. in the press.) 11s. 4s.

"Mr. Thomas Bullen and Mr. Cyril Dodd have done their work of adaptation admirably."—*Law Journal*.

POISONING.—Reports of Trials for Murder by Poisoning; by Prussic Acid, Strychnia, Antimony, Arsenic and Aconitine; including the trials of Tawell, W. Palmer, Dove, Madeline Smith, Dr. Pritchard, Smethurst, and Dr. Lamson. With Chemical Introductions and Notes on the Poisons used. By G. LATHAM BROWNE, of the Midland Circuit, Barrister-at-Law, Author of "Narratives of State Trials in the Nineteenth Century," and C. G. STEWART, Senior Assistant in the Laboratory of St. Thomas's Hospital, &c. Demy 8vo. 1883. 12s. 6d.

"The work will be found alike useful to the lawyer as to the medical man."—*Law Times*.

"As a guide to barristers anxious to post themselves up in points to ask, and to scientific witnesses to see the possible pitfalls to avoid, it will be invaluable."—*The Analyst*, August, 1883.

. All standard Law Works are kept in Stock, in law calf and other bindings.

POWERS.—Farwell on Powers.—A Concise Treatise on Powers. By GEORGE FARWELL, B.A., of Lincoln's Inn, Esq., Barrister-at-Law. 8vo. 1874. 1*l.* 1*s.*

"We recommend Mr. Farwell's book as containing within a small compass what would otherwise have to be sought out in the pages of hundreds of confusing reports."—*The Law.*

PROBATE.—Browne's Probate Practice: a Treatise on the Principles and Practice of the Court of Probate, in Contentious and Non-Contentious Business. Revised, enlarged, and adapted to the Practice of the High Court of Justice in Probate business. By L. D. POWLES, Barrister-at-Law. Including Practical Directions to Solicitors for Proceedings in the Registry. By T. W. H. OAKLEY, of the Principal Registry, Somerset House. 8vo. 1881. 1*l.* 10*s.*

"This edition will thus supply the practitioners in both branches of the profession with all the information that they may require in connection with the probate of wills."—*The Times.*

"In its present form this is undoubtedly the most complete work on the Practice of the Court of Probate. . . . This is strictly a practical book. No principle of law, statute or form which could be of service to the practitioner in the Probate Division appears to have been omitted."—*The Law Times.*

PUBLIC HEALTH.—Chambers' Digest of the Law relating to Public Health and Local Government.—With Notes of 1260 leading Cases. The Statutes in full. A Table of Offences and Punishments, and a Copious Index. Eighth Edition (with Supplement corrected to February 8, 1883). Imperial 8vo. 1881. 1*l.* 14*s.*

Or, the above with the Law relating to Highways and Bridges. 2*l.*

PUBLIC MEETINGS.—Chambers' Handbook for Public Meetings, including Hints as to the Summoning and Management of them. By GEORGE F. CHAMBERS, Esq., Barrister-at-Law. 12mo. 1878. *Net*, 2*s.* 6*d.*

QUARTER SESSIONS.—Leeming & Cross's General and Quarter Sessions of the Peace.—Their Jurisdiction and Practice in other than Criminal matters. Second Edition. By HORATIO LLOYD, Esq., Judge of County Courts, and H. F. THURLOW, Esq., Barrister-at-Law. 8vo. 1876. 1*l.* 1*s.*

Pritchard's Quarter Sessions.—The Jurisdiction, Practice and Procedure of the Quarter Sessions in Criminal, Civil, and Appellate Matters. By THOS. SIRRELL PRITCHARD, of the Inner Temple, Esq., Barrister-at-Law, Recorder of Wenlock. 8vo. 1875. 2*l.* 2*s.*

RAILWAYS.—Browne and Theobald's Law of Railway Companies.—Being a Collection of the Acts and Orders relating to Railway Companies, with Notes of all the Cases decided thereon, and Appendix of Bye-Laws and Standing Orders of the House of Commons. By J. H. BALFOUR BROWNE, Esq., Registrar to the Railway Commissioners, and H. S. THEOBALD, Esq., Barristers-at-Law. Demy 8vo. 1881. 1*l.* 12*s.*

"Contains in a very concise form the whole law of railways."—*The Times.*

"A marvel of wide design and accurate and complete fulfilment. . . . A complete and valuable repository of all the learning as to railway matters."—*Saturday Review.*

"As far as we have examined the volume the learned authors seem to have presented the profession and the public with the most ample information to be found whether they want to know how to start a railway, how to frame its bye-laws, how to work it, how to attack it for injury to person or property, or how to wind it up."—*Law Times.*

RATES AND RATING.—Castle's Practical Treatise on the Law of Rating. By EDWARD JAMES CASTLE, of the Inner Temple, Esq., Barrister-at-Law. Demy 8vo. 1879. 1*l.* 1*s.*

"Mr. Castle's book is a correct, exhaustive, clear and concise view of the law."—*Law Times.*

. All standard Law Works are kept in Stock, in law calf and other bindings.

RATES AND RATING.—*Continued.*

Chambers' Law relating to Rates and Rating; with especial reference to the Powers and Duties of Rate-levying Local Authorities, and their Officers. Being the Statutes in full and brief Notes of 550 Cases. By G. F. CHAMBERS, Esq., Barrister-at-Law. Imp. 8vo. 1878. *Reduced to 10s.*

REAL ESTATE.—**Foster's Law of Joint Ownership and Partition of Real Estate.** By EDWARD JOHN FOSTER, M.A., late of Lincoln's Inn, Barrister-at-Law. 8vo. 1878. *10s. 6d.*

REAL PROPERTY.—**Greenwood's Real Property Statutes.** Second Edition. By HARRY GREENWOOD, M.A., Esq., Barrister-at-Law. *(In the press.)*

Leake's Elementary Digest of the Law of Property in Land.—Containing: Introduction. Part I. The Sources of the Law.—Part II. Estates in Land. By STEPHEN MARTIN LEAKE, Barrister-at-Law. 8vo. 1874. *1l. 2s.*

* * The above forms a complete Introduction to the Study of the Law of Real Property.

Shearwood's Real Property.—A Concise Abridgment of the Law of Real Property and an Introduction to Conveyancing. Designed to facilitate the subject for Students preparing for Examination (incorporating the changes effected by the Conveyancing Act). By JOSEPH A. SHEARWOOD, of Lincoln's Inn, Esq., Barrister-at-Law. Second Edition. Demy 8vo. 1882. *7s. 6d.*

"We heartily recommend the work to students for any examination on real property and conveyancing, advising them to read it after a perusal of other works and shortly before going in for the examination."—*Law Student's Journal*, April 1, 1882.

"A very useful little work, particularly to students just before their examination."—*Olson's Law Notes*, May, 1882.

"Excellent adapted to its purpose, and is in the present edition brought well down to date."—*Law Magazine*, May, 1882.

"A very excellent specimen of a student's manual."—*Law Journal*, May 20, 1882.

"Will be found useful as a stepping-stone to the study of more comprehensive works."—*Law Times*, June 17, 1882.

Shelford's Real Property Statutes.—Ninth Edition. By T. H. CARSON, Esq., Barrister-at-Law. *(In the press.)*

Smith's Real and Personal Property.—A Compendium of the Law of Real and Personal Property, primarily connected with Conveyancing. Designed as a second book for Students, and as a digest of the most useful learning for Practitioners. By JOSIAH W. SMITH, B.C.L., Q.C. Sixth Edition. (Enlarged, and embodying the alterations made by the recent Statutes.) By the AUTHOR and J. TRUSTRAM, LL.M., of Lincoln's Inn, Barrister-at-Law. 2 vols. Demy 8vo. *(In the press.)*

"He has given to the student a book which he may read over and over again with profit and pleasure."—*Law Times*.

"The work before us will, we think, be found of very great service to the practitioner."—*Solicitors' Journal*.

REGISTRATION.—**Browne's (G. Lathom) Parliamentary and Municipal Registration Act, 1878** (41 & 42 Vict. cap. 26); with an Introduction, Notes, and Additional Forms. By G. LATHOM BROWNE, of the Middle Temple, Esq., Barrister-at-Law. 12mo. 1878. *5s. 6d.*

Rogers.—*Vide "Elections."*

REGISTRATION CASES.—**Hopwood and Coltman's Registration Cases.**—Vol. I. (1868-1872). *Net, 2l. 18s. Calf.* Vol. II. (1873-1878). *Net, 2l. 10s. Calf.*

Coltman's Registration Cases.—Vol. I. Part I. (1879—80. *Net, 10s.* Part II. (1880). *Net, 3s. 6d.* Part III. (1881). *Net, 9s.* Part IV. (1882). *Net, 4s.*

* * All standard Law Works are kept in Stock, in law calf and other bindings.

ROMAN LAW.—Greene's Outlines of Roman Law. Consisting chiefly of an Analysis and Summary of the Institutes. For the use of Students. By T. WHITCOMBE GREENE, B.C.L., of Lincoln's Inn, Barrister-at-Law. Third Edition. Foolscap 8vo. 1875. 7s. 6d.

Mears' Student's Gaius and Justinian.—The Text of the Institutes of Gaius and Justinian, The Twelve Tables, and the CXVIII. and CXXVII. Novels, with Introduction and Translation by T. LAMBERT MEARS, M.A., LL.D., of the Inner Temple, Barrister-at-Law. Post 8vo. 1882. 18s.

"The translation seems to be carefully done, and displays more neatness and elegance than is usually found in renderings of Roman legal texts."—*The Times*.

Mears' Student's Ortolan.—An Analysis of M. Ortolan's Institutes of Justinian, including the History and Generalization of ROMAN LAW. By T. LAMBERT MEARS, M.A., LL.D. Lond., of the Inner Temple, Barrister-at-Law. Published by permission of the late M. Ortolan. Post 8vo. 1876. 12s. 6d.

Ruegg.—*Vide* "Justinian."

RULES OF THE SUPREME COURT: The Rules of the Supreme Court, 1883 (official copy). Sewed. *Net*, 2s. 2d.

Do.	interleaved.	do.	<i>Net</i> , 4s. 6d.
Do.	bound in limp leather.		<i>Net</i> , 6s. 6d.
Do.	do.	do.	<i>Net</i> , 8s. 6d.
Do., with an Index.	By M. D. CHALMERS and M. MUIR MACKENZIE, Esqrs., Barristers-at-Law, Editors of "Wilson's Judicature Acts."		<i>Net</i> , 4s. 6d.
Do.	bound in limp leather.		<i>Net</i> , 9s.
Do.	do.	do.	<i>Net</i> , 10s. 6d.

The Rules of the Supreme Court, 1883.—With Introduction, References, Notes, and Index, by A. R. WHITEWAY, M.A., of the Equity Bar and Midland Circuit. Author of "Hints to Solicitors" and "Hints on Practice." Royal 12mo. 1883. 7s. 6d.

"An excellently printed edition of the new Rules, with notes containing cross references and stating the sources of the Rules."—*Solicitors' Journal*, October 13, 1883.

Woodfall's Guide to the New Rules and Practice.—Being a Synopsis of the Rules of the Supreme Court, 1883, with Notes and References to Cases overruled and illustrative. By ROBERT WOODFALL, of the Inner Temple and South Wales Circuit, Barrister-at-Law. Royal 12mo. 1883. 5s.

SETTLED ESTATES STATUTES.—Middleton's Settled Estates Statutes, including the Settled Estates Act, 1877, Settled Land Act, 1882, Improvement of Land Act, 1864, and the Settled Estates Act Orders, 1878, with Introduction, Notes and Forms. Third Edition. With Appendix of Rules and Forms under the Settled Land Act, 1882. By JAMES W. MIDDLETON, B.A., Barrister-at-Law. Royal 12mo. 1882. 7s. 6d.

"In form the book is very simple and practical, and having a good index it is sure to afford material assistance to every practitioner who seeks its aid."—*Law Journal*.

"The book is intended for the legal adviser and equity draftsman, and to these it will give considerable assistance."—*Law Times*.

"The best manual on the subject of settled estates which has yet appeared."

SHERIFF LAW.—Churchill's Law of the Office and Duties of the Sheriff, with the Writs and Forms relating to the Office. Second Edition. By CAMERON CHURCHILL, B.A., of the Inner Temple, Barrister-at-Law. Demy 8vo. 1882. 1l. 4s.

"A very complete treatise."—*Solicitors' Journal*.

"Under-sheriffs, and lawyers generally, will find this a useful book."—*Law Mag.*

* * All standard Law Works are kept in Stock, in law calf and other bindings.

SHIPPING.—Boyd's Merchant Shipping Laws; being a Consolidation of all the Merchant Shipping and Passenger Acts from 1854 to 1876, inclusive; with Notes of all the leading English and American Cases, and an Appendix. By A. C. BOYD, LL.B., Esq., Barrister-at-Law. 8vo. 1876. 1*l*. 5*s*.

"We can recommend the work as a very useful compendium of shipping law."—*Law Times*.

Foard's Treatise on the Law of Merchant Shipping and Freight.—By JAMES T. FOARD, Barrister-at-Law. Royal 8vo. 1880. Half calf, 1*l*. 1*s*.

SLANDER.—Odgers.—*Vide* "Libel and Slander."

SOLICITORS.—Cordery's Law relating to Solicitors of the Supreme Court of Judicature.—With an Appendix of Statutes and Rules. By A. CORDERY, of the Inner Temple, Esq., Barrister-at-Law. Demy 8vo. 1878. 1*l*. 4*s*.

"Mr. Cordery writes tersely and clearly, and displays in general great industry and care in the collection of cases."—*Solicitors' Journal*.

Turner.—*Vide* "Vendors and Purchasers"

Whiteway's Hints to Solicitors.—Being a Treatise on the Law relating to their Duties as Officers of the High Court of Justice; with Notes on the Recent Changes affecting the Profession; and a *vade mecum* to the Law of Costs. By A. R. WHITEWAY, M.A., of the Equity Bar and Midland Circuit. Author of "Hints on Practice." Royal 12mo. 1883. 6*s*.

"A concise treatise of useful information."—*Law Times*.

"He writes tersely and practically, and the cases he gives, if not exhaustive of the subject, are numerous and pithily explained. The book will altogether be found of great practical value."—*Law Journal*, May 19, 1883.

SPECIFIC PERFORMANCE.—Fry's Treatise on the Specific Performance of Contracts.—By the Hon. Sir EDWARD FRY, one of the Judges of the High Court of Justice (now a Lord Justice of Appeal). Second Edition. By the Author and W. DONALDSON RAWLINS, of Lincoln's Inn, Esq., Barrister-at-Law, M.A. Royal 8vo. 1881. 1*l*. 16*s*.

STAMP LAWS.—Tilsley's Treatise on the Stamp Laws.—8vo. 1871. 18*s*.

STATUTE LAW.—Wilberforce on Statute Law.—The Principles which govern the Construction and Operation of Statutes. By E. WILBERFORCE, Esq., Barrister-at-Law. 1881. 18*s*.

STATUTES. and *vide* "Acts of Parliament."

Chitty's Collection of Statutes from Magna Charta to 1880.—A Collection of Statutes of Practical Utility; arranged in Alphabetical and Chronological order, with Notes thereon. The Fourth Edition, containing the Statutes and Cases down to the end of the Second Session of the year 1880. By J. M. LELY, Esq., Barrister-at-Law. In 6 very thick vols. Royal 8vo. (8,346 pp.) 1880. 12*l*. 12*s*.

Supplements to above, 44 & 45 Vict. (1881). 8*s*. 45 & 46 Vict. (1882). 16*s*.

* * This Edition is printed in larger type than former Editions, and with increased facilities for Reference.

"It is needless to enlarge on the value of "Chitty's Statutes" to both the Bar and to solicitors, for it is attested by the experience of many years. It only remains to point out that Mr. Lely's work in bringing up the collection to the present time is distinguished by care and judgment. The difficulties of the editor were chiefly those of selection and arrangement. A very slight laxness of rule in including or excluding certain classes of Acts would materially affect the size and compendiousness of the work. Still more important, however, is the way in which the mechanical difficulties of arrangement are met. The Statutes are compiled under sufficiently comprehensive

* * All standard Law Works are kept in Stock, in law calf and other bindings.

STATUTES.—Continued.

titles, in alphabetical order. Mr. Lely, moreover, supplies us with three indices—the first, at the head of each title, to the enactments comprised in it; secondly, an index of Statutes in chronological order; and, lastly, a general index. By these cross references research into every branch of law governed by the Statutes is made easy both for lawyer and layman.”—*The Times*.

“A very satisfactory edition of a time-honoured and most valuable work, the trusty guide of present, as of former judges, jurists, and of all others connected with the administration or practice of the law.”—*Justice of the Peace*.

“The practitioner has only to take down one of the compact volumes of Chitty, and he has at once before him all the legislation on the subject in hand.”—*Solicitors' Journal*.

“‘Chitty’ is pre-eminently a friend in need. Those who do not possess a complete set of the statutes turn to its chronological index when they wish to consult a particular Act of Parliament. Those who wish to know what Acts are in force with reference to a particular subject turn to that head in ‘Chitty,’ and at once find all the material of which they are in quest. Moreover, they are, at the same time, referred to the most important cases which throw light on the subject.”—*Law Journal*.

*Public General Statutes, royal 8vo, issued in parts and in complete volumes, and supplied immediately on publication.

* Printed by Her Majesty's Printers, and Sold by STEVENS & SONS.

SUMMARY CONVICTIONS.—Highmore.—Vide “Inland Revenue Cases.”

Paley's Law and Practice of Summary Convictions under the Summary Jurisdiction Acts, 1848 and 1879; including Proceedings preliminary and subsequent to Convictions, and the responsibility of convicting Magistrates and their Officers, with Forms. Sixth Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1879. 1*l.* 4*s.*

“We gladly welcome this good edition of a good book.”—*Solicitors' Journal*.

Templer's Summary Jurisdiction Act, 1879.—Rules and Schedules of Forms. With Notes. By F. G. TEMPLER, Esq., Barrister-at-Law. Demy 8vo. 1880. 5*s.*

“We think this edition everything that could be desired.”—*Sheffield Post*.

Wigram.—Vide “Justice of the Peace.”

TAXES ON SUCCESSION.—Trevor's Taxes on Succession.—A Digest of the Statutes and Cases (including those in Scotland and Ireland) relating to the Probate, Legacy and Succession Duties, with Practical Observations and Official Forms. Completely rearranged and thoroughly revised. By EVELYN FREETH and ROBERT J. WALLACE, of the Legacy and Succession Duty Office. Fourth Edition, containing full information as to the Alterations made in the above Taxes by the 44 Vict. c. 12, and the Stamp Duty thereby imposed on “Accounts.” Royal 12mo. 1881. 12*s.* 6*d.*

“Contains a great deal of practical information, which is likely to make it very useful to solicitors.”—*Law Journal*.

“The mode of treatment of the subject adopted by the authors is eminently practical.”—*Solicitors' Journal*.

TORTS.—Addison on Wrongs and their Remedies.—Being a Treatise on the Law of Torts. By C. G. ADDISON, Esq., Author of “The Law of Contracts.” Fifth Edition. Re-written. By L. W. CAVE, Esq., M.A., one of Her Majesty's Counsel (now a Justice of the High Court). Royal 8vo. 1879. 1*l.* 18*s.*

“As now presented, this valuable treatise must prove highly acceptable to judges and the profession.”—*Law Times*.

“Cave's ‘Addison on Torts’ will be recognized as an indispensable addition to every lawyer's library.”—*Law Magazine*.

Ball.—Vide “Common Law.”

* * *All Standard Law Works are kept in Stock, in law calf and other bindings.*

TRADE MARKS.—Hardingham's Trade Marks: Notes on the British, Foreign, and Colonial Laws relating thereto. Compiled for the use of Manufacturers, Merchants, and others interested in Commerce. By GEO. GATTON MELHUISH HARDINGHAM, Assoc. Mem. Inst. C.E., Mem. Inst. M.E., Consulting Engineer and Patent Agent. Royal 12mo. 1881. *Net, 2s. 6d.*

Sebastian on the Law of Trade Marks.—The Law of Trade Marks and their Registration, and matters connected therewith, including a chapter on Goodwill. Together with Appendices containing Precedents of Injunctions, &c.; The Trade Marks Registration Acts, 1875—7, the Rules and Instructions thereunder; The Merchandise Marks Act, 1862, and other Statutory enactments; The United States Statute, 1870 and 1875, the Treaty with the United States, 1877; and the Rules and Instructions issued in February, 1878. With a copious Index. By LEWIS BOYD SEBASTIAN, B.C.L., M.A., Esq., Barrister-at-Law. 8vo. 1878. 14s.

"The Master of the Rolls in his judgment in *Re Palmer's Trade Marks*, said 'He was glad to see that the well-known writer on trade marks, Mr. Sebastian, had taken the same view of the Act.'"—*The Times*.

"Mr. Sebastian has written the fullest and most methodical book on trade marks which has appeared in England since the passing of the Trade Marks Registration Acts."—*Trade Marks*.

Sebastian's Digest of Cases of Trade Mark, Trade Name, Trade Secret, Goodwill, &c., decided in the Courts of the United Kingdom, India, the Colonies, and the United States of America. By LEWIS BOYD SEBASTIAN, B.C.L., M.A., Esq., Barrister-at-Law. 8vo. 1879. 17. 1s.

"A digest which will be of very great value to all practitioners who have to advise on matters connected with trade marks."—*Solicitors' Journal*.

Trade Marks Journal.—4to. Sewed. (*Issued fortnightly.*)

Nos. 1 to 294 are now ready.

Net, each 1s.

Index to Vols. I. to VI.

Net, each 3s.

Do. Vol. VII.

Net, 4s. 6d.

TRAMWAYS.—Sutton's Tramway Acts of the United Kingdom; with Notes on the Law and Practice, an Introduction, including the Proceedings before the Committees, Decisions of the Referees with respect to Locus Standi, and a Summary of the Principles of Tramway Rating, and an Appendix containing the Standing Orders of Parliament, Rules of the Board of Trade relating to Tramways, &c. Second Edition. By HENRY SUTTON, B.A., assisted by ROBERT A. BENNETT, B.A., Barristers-at-Law. Demy 8vo. 1883. 15s.

"The book is exceedingly well done, and cannot fail not only to be the standard work on its own subject, but to take a high place among legal text-books."—*Law Journal*, April 21, 1883.

TRIALS FOR MURDER BY POISONING.—Browne and Stewart.—*Vide* "Poisons."

TRUSTS AND TRUSTEES.—Godefroi's Digest of the Principles of the Law of Trusts and Trustees.—By HENRY GODEFROI, of Lincoln's Inn, Esq., Barrister-at-Law. Joint Author of "Godefroi and Shortt's Law of Railway Companies." Demy 8vo. 1879. 17. 1s.

"As a digest of the law, Mr. Godefroi's work merits commendation, for the author's statements are brief and clear, and for his statements he refers to a goodly array of authorities. In the table of cases the references to the several contemporaneous reports are given, and there is a very copious index to subjects."—*Law Journal*.

USES—Jones (W. Hanbury) on Uses.—8vo. 1862. 7s.

STEVENS & SONS, 119, CHANCERY LANE, LONDON, W.C.

VENDORS AND PURCHASERS.—*Dart's Vendors and Purchasers.*—A Treatise on the Law and Practice relating to Vendors and Purchasers of Real Estate. By J. HENRY DART, Esq., one of the Six Conveyancing Counsel of the High Court of Justice, Chancery Division. Fifth Edition. By the AUTHOR and WILLIAM BARBER, Esq., Barrister-at-Law. 2 vols. Royal 8vo. 1876. 3l. 13s. 6d.

"A standard work like Mr. Dart's is beyond all praise."—*The Law Journal*.

Turner's Duties of Solicitor to Client as to Sales, Purchases, and Mortgages of Land. By EDWARD F. TURNER, Solicitor, Lecturer on Real Property and Conveyancing, and one of the Assistant Examiners for Honours to the Incorporated Law Society for 1882-3. (*Published by permission of the Incorporated Law Society*). Demy 8vo. 1883. 10s. 6d.

"A careful perusal of these lectures cannot fail to be of great advantage to students, and more particularly, we think, to young practising solicitors."—*Law Times*, September 22, 1883.

VOLUNTEER LAW.—A Manual of the Law regulating the Volunteer Forces.—By W. A. BURN and W. T. RAYMOND, Esqrs., Barristers-at-Law, and Captains in H.M. Volunteer Forces. Royal 12mo. 1892. *Net*, 2s.

WILLS.—*Rawlinson's Guide to Solicitors on taking Instructions for Wills.*—8vo. 1874. 4s.

Theobald's Concise Treatise on the Law of Wills.—With Statutes, Table of Cases and Full Index. By H. S. THEOBALD, Esq., Barrister-at-Law. Second Edition. Demy 8vo. 1881. 1l. 4s.

"Mr. Theobald has certainly given evidence of extensive investigation, conscientious labour, and clear exposition."—*Law Magazine*.

"A book of great ability and value. It bears on every page traces of care and sound judgment. It is certain to prove of great practical usefulness."—*Solicitors' Journal*.

"His arrangement being good, and his statement of the effect of the decisions being clear, his work cannot fail to be of practical utility."—*Law Times*.

Weaver's Precedents of Wills.—A collection of concise Precedents of Wills, with Introduction, Notes, and an Appendix of Statutes. By Charles Weaver, B.A. Post 8vo. 1882. 5s.

WRONGS.—Addison.—*Vide "Torts."*

REPORTS.—A large stock new and second-hand.
Prices on application.

BINDING.—*Executed in the best manner at moderate prices and with dispatch.*

The Law Reports, Law Journal, and all other Reports, bound to Office Patterns, at Office Prices.

PRIVATE ACTS.—*The Publishers of this Catalogue possess the largest known collection of Private Acts of Parliament (including Public and Local), and can supply single copies commencing from a very early period.*

VALUATIONS.—*For Probate, Partnership, or other purposes.*

LIBRARIES PURCHASED.

STEVENS & SONS' ANNOUNCEMENTS OF NEW WORKS AND NEW EDITIONS.

- Amos and Ferard's Law of Fixtures.**—Third Edition. Revised and adapted to the present state of the Law, including the Agricultural Holdings Act, 1883. By *Charles Agace Ferard* and *Walworth Howland Roberts*, Esqrs., Barristers-at-Law. (*In the press.*)
- Aston's Patents, Designs and Trade Marks Act, 1883;** with Notes by *Theodore Aston*, Q.C., of Lincoln's Inn. Royal 12mo. (*In the press.*)
- Chitty's Index to all the Reported Cases** decided in the several Courts of Equity in England, the Privy Council, and the House of Lords. With a selection of Irish Cases, from the earliest period. The Fourth Edition, wholly revised, reclassified and brought down to the date of publication by *William Frank Jones*, B.C.L., M.A., and *Henry Edward Hirst*, B.C.L., M.A., both of Lincoln's Inn, Esqrs., Barristers-at-Law. In 5 or 6 vols. (*Vol. II. nearly ready.*)
- Daniell's Chancery Practice.**—Sixth Edition. By *L. Field*, *E. C. Dunn*, and *T. Ribton*, assisted by *W. H. Upjohn*, Esqrs., Barristers-at-Law. In 2 Vols. Demy 8vo. (*Vol. II. nearly ready.*)
- Everest and Strode's Principles of the Law of Estoppel.**—By *Lancelot Feilding Everest*, M.A., LL.M., of the Midland Circuit, and *Edmund Strode*, M.A., of the South-Eastern Circuit, Esqrs., Barristers-at-Law. (*In the press.*)
- Fisher's Digest of Reported Decisions in all the Courts,** with a Selection from the Irish; the cases overruled and impeached and references to the Statutes, Rules and Orders of Courts from 1756 to 1883. Compiled and arranged by *John Mews*, assisted by *C. M. Chapman*, *H. H. W. Sparham* and *A. H. Todd*, Esqrs., Barristers-at-Law. (*In the press.*)
- Joel's Complete and Practical Manual of Bankruptcy and Bills of Sale Law,** with copious Notes, &c. By *J. Edmondson Joel*, Esq., of the Inner Temple and North-Eastern Circuit, Barrister-at-Law. Demy 8vo. (*In the press.*)
- Lush's Law of Husband and Wife;** with a chapter on Marriage Settlements. By *C. Montague Lush*, of Gray's Inn and North Eastern Circuit, Esq., Barrister-at-Law. Demy 8vo. (*In the press.*)
- Peter's Digest and Analysis of the Judgments of Sir George Jessel,** late M. R., with Notes and References, intended for the use of Practitioners and Students. By *Apsley Petre Peter*, Solicitor, Law Society Prizeman. Demy 8vo. (*In the press.*)
- Rigg's Bankruptcy Act, 1883, and the Bills of Sale Act, 1882,** with Notes, &c. By *James McMullen Rigg*, of Lincoln's Inn, Esq., Barrister-at-Law. Royal 12mo. (*In the press.*)
- Roscoe's Digest of the Law of Evidence on the Trial of Actions at Nisi Prius.**—Fifteenth Edition. By *Maurice Powell*, Esq., Barrister-at-Law. (*In the press.*)
- Spencer's Agricultural Holdings (England) Act, 1883,** with Explanatory Notes and Forms; together with the Ground Game Act, 1880. Forming a Supplement to "Dixon's Law of the Farm." By *Aubrey J. Spencer*, B.A., Esq., Barrister-at-Law. (*In the press.*)
- Student's (The) Pocket Law Lexicon.** Explaining Technical Words Phrases and Maxims of the English, Scotch and Roman Law, to which is added a complete List of Law Reports, with their Abbreviations. Second Edition, Revised and Enlarged. By *Henry G. Rawson*, B.A., Esq., Barrister-at-Law. (*In the press.*)

STEVENS AND SONS, 119, CHANCERY LANE, LONDON, W.C.

STEVENS AND SONS, 119, CHANCERY LANE, W.C.

Whiteway's Hints on Practice; being Practical Notes to the Judicature Acts, Orders, Rules and Regulations of the Supreme Court. Illustrated by the Latest Cases. **Together with the Rules of the Supreme Court, 1883.** With Introduction, References, Notes and Index. By A. R. WHITEWAY, M.A., of the Equity Bar and Midland Circuit, Author of "Hints to Solicitors." Second Edition. Royal 12mo. 1883. Price 14s. cloth.

Sold separately "*Hints on Practice,*" with Index. Price 7s. 6d. cloth. *The Rules of the Supreme Court, 1883,* edited with Introduction, Cross References, and Index. Price 7s. 6d. in limp leather.

Addison's Treatise on the Law of Contracts.—Eighth Edition.

By HORACE SMITH, Esq., Barrister-at-Law, Recorder of Lincoln. Royal 8vo. 1883. (In one thick vol., 1600 pp.) Price 2l. 10s. cloth.

"To the present editor must be given all praise which untiring industry and intelligent research can command. He has presented the profession with the law brought down to the present date, clearly and fully stated."—*Law Times*.

Macdonell's Law of Master and Servant.—Part I, Common Law. Part II, Statute Law. By JOHN MACDONELL, M.A., Esq., Barrister-at-Law. Demy 8vo. 1883. Price 1l. 5s. cloth.

"A work which will be of real value to the practitioner."—*Law Times*.

Daniell's Chancery Practice.—The Practice of the Chancery Division of the High Court of Justice, and on Appeal therefrom; being the Sixth Edition of Daniell's Chancery Practice, with alterations and additions, and References to a companion volume of Forms. By LEONARD FIELD, EDWARD CLENELL DUNN, and THEODORE RIBTON, assisted by WILLIAM HENRY UPJOHN, Barristers-at-Law. Vol. I. (with Table of Cases and an Index). Demy 8vo. 1882. 2l. 2s. cloth. (Vol. II. nearly ready.)

"It is exactly what it professes to be, a concise and careful digest of the practice."—*Solicitors' Journal*.

Reports of Trials for Murder by Poisoning; by Prussic Acid, Strychnia, Antimony, Arsenic, and Aconitine; including the trials of Tawell, W. Palmer, Dove, Madeline Smith, Dr. Pritchard, Smethurst, and Dr. Lamson. With Chemical Introduction and Notes on the Poisons used. By G. LATHOM BROWNE, Barrister-at-Law, Author of "Narratives of State Trials in the Nineteenth Century," and C. G. STEWART, Senior Assistant in the Laboratory of St. Thomas's Hospital. Demy 8vo. 1883. Price 12s. 6d. cloth.

Sichel and Chance's Discovery.—The Law relating to Interrogatories, Production, Inspection of Documents, and Discovery, as well in the Superior as in the Inferior Courts, together with an Appendix of the Acts, Forms and Orders. By WALTER S. SICHEL, M.A., and WILLIAM CHANCE, M.A., Esqrs., Barristers-at-Law. Demy 8vo. 1883. Price 12s. cloth.

Wigram's The Justices' Note Book.—Containing a short account of the Jurisdiction and Duties of Justices, and an Epitome of Criminal Law. By W. KNOX WIGRAM, Esq., Barrister-at-Law, J.P. Middlesex and Westminster. Third Edition. Corrected and Revised to December, 1882. Royal 12mo. 1883. Price 12s. 6d. cloth.

Smith's Principles of Equity.—A Practical Exposition of the Principles of Equity, illustrated by the Leading Decisions thereon. For the use of Students and Practitioners. By H. ARTHUR SMITH, Esq., Barrister-at-Law. Demy 8vo. 1882. Price 20s. cloth.

"This is a most remarkable book, containing in a reasonable space more information, and that better arranged and conveyed, than almost any other law book of recent times which has come under our notice."—*Saturday Review*.

Harris' Hints on Advocacy.—Conduct of Cases Civil and Criminal. Classes of Witnesses and suggestions for Cross-Examining them, &c., &c. By RICHARD HARRIS, Barrister-at-Law, of the Middle Temple and Midland Circuit. Sixth Edition. (Further Revised and Enlarged). Royal 12mo. 1882. Price 7s. 6d. cloth.

STEVENS AND SONS, 119, CHANCERY LANE, W.C.

Peel's Chancery Actions.—A Concise Treatise on the Practice and Procedure in Chancery Actions under the Rules of the Supreme Court, 1883. By SYDNEY PEEL, Esq., Barrister-at-Law. Third Edition. Demy 8vo. 1883. Price 8s. 6d. cloth.

Carter's Corrupt and Illegal Practices Prevention Act, 1883; with Notes and an Index. Edited by JOHN CORRIE CARTER, Esq., Recorder of Stamford. Forming a supplement to "Rogers on Elections." Royal 12mo. 1883. Price 5s. cloth.

"Mr. Carter's notes are explicit, and serve the useful purpose of clearly indicating all alterations in the law."—*Law Times*.

Browne and Theobald's Law of Railway Companies.—Being a Collection of the Acts and Orders relating to Railway Companies. With Notes of all the Cases decided thereon, and Appendix of Bye-Laws, and Standing Orders of the House of Commons. By J. H. BALFOUR BROWNE, and H. S. THEOBALD, Esqrs., Barristers-at-Law. In 1 vol., Demy 8vo. 1881. Price 1l. 12s. cloth.

Chitty's Statutes from Magna Charta to 1880.—*New Edition.*—A Collection of Statutes of Practical Utility. Arranged in Alphabetical and Chronological Order; with Notes thereon. The Fourth Edition. By J. M. LELY, Esq., Barrister-at-Law. In 6 vols. Royal 8vo. (8346 pp.) 1880. Price 12l. 12s. cloth.

Supplement to above 44 & 45 Vict. (1881). Royal 8vo. Price 8s., sewed.

Ditto 45 & 46 Vict. (1882.) Royal 8vo. Price 16s. sewed.

Ditto 46 & 47 Vict. (1883). Royal 8vo. Price 14s. cloth.

Shirley's Selection of Leading Cases in the Common Law.—By W. SHIRLEY SHIRLEY, M.A., B.C.L., Esq., Barrister-at-Law. Second Edition. With a Sketch of some of the principal changes introduced by the Rules of the Supreme Court, 1883. Demy 8vo. 1883. Price 15s. cloth.

"The selection is very large, though all are distinctly 'leading cases,' and the notes are by no means the least meritorious part of the work."—*Law Journal*.

Fithian's Bills of Sale Acts, 1878 and 1882; with an Introduction and Explanatory Notes, showing the changes made in the Law with respect to Bills of Sale. With Rules. Second Edition. By EDWARD W. FITHIAN, Esq., Barrister-at-Law (*Draftsman of the Bill of 1882*). Royal 12mo. 1884. Price 6s. cloth.

"We do not doubt that Mr. Fithian's book will maintain a high place among the most practically useful editions of the Bills of Sale Acts."—*Law Magazine*.

Smith's Married Women's Property Act, 1882; with an Introduction and Critical and Explanatory Notes and Appendix containing the Married Women's Property Acts, 1870 and 1874, &c. Second Edition. By H. ARTHUR SMITH, Esq., Barrister-at-Law, Author of "The Principles of Equity." Royal 12mo. 1884. Price 6s. cloth.

"A careful and useful little treatise . . . concise and well arranged."—*Solicitors' Journal*.

Pollock's Principles of Contract.—Being a Treatise on the General Principles concerning the Validity of Agreements in the Law of England. Third Edition, revised and partly re-written. By FREDERICK POLLOCK, Esq., Barrister-at-Law. Author of "A Digest of the Law of Partnership." Demy 8vo. 1881. Price 1l. 8s. cloth.

"For the purposes of the student there is no book equal to Mr. Pollock's."

Theobald's Concise Treatise on the Law of Wills.—With Statutes, Table of Cases, and Full Index. Second Edition. With Addendum, containing a summary of the alterations made in the Law relating to Wills by the Married Women's Property Act, 1882, and the Conveyancing Act, 1882. By H. S. THEOBALD, of the Inner Temple, Esq., Barrister-at-Law. Price 1l. 4s. cloth.

"A book of great accuracy and sound judgment. Every page traces of